



## **EXHIBITS**

**Proceeding/Serial No: 92048118**

**Filed: 07-07-08**

**Title: Response to Motion For Summary Judgment**

**Document contains 3 magazines and 3 books**



BONE  
MCALLESTER  
NORTON PLLC

TTAB

Anne C. Martin  
615.238.6318 Direct Phone  
615.687.2765 Direct Fax  
amartin@bonelaw.com

June 30, 2008

**VIA U.S. MAIL**

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

76078278

**Re: Jack Richeson & Co., Inc. v. Select Export Corp.  
Cancellation Proceeding No. 92,048,118  
Response to Motion for Summary Judgment**

To Whom It May Concern:

Enclosed is Petitioner's Response to Motion for Summary Judgment for Cancellation Proceeding No. 92,048,118.

Please let me know if you have any questions about this filing. Thank you for your attention to this matter.

Sincerely,

  
Anne C. Martin

Enclosures

Cc: Cheryl Meide, Esq.  
Jack Richeson & Co., Inc.



07-07-2008

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Jack Richeson & Co., Inc.,	)	
	)	
Petitioner,	)	
	)	Cancellation No. 92048118
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
Attorney Ref. No. 002763-060801	)	

**PETITIONER'S RESPONSE IN OPPOSITION TO REGISTRANT'S  
MOTION FOR SUMMARY JUDGMENT**

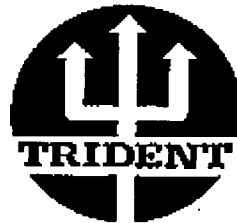
Pursuant to Trademark Rule 2.127 and Rule 56 of the Federal Rules of Civil Procedure, Jack Richeson & Co., Inc., (hereinafter "Petitioner"), by its attorneys, hereby submits the following Response to the Motion for Summary Judgment of Select Export Corp. dba Trident (hereinafter "Registrant"). As set forth in detail below, there are genuine issues of material fact that preclude Registrant's entitlement to summary judgment as a matter of law. In support of this response, Petitioner submits extensive documentation, including the affidavit testimony of Petitioner's President Darren T. Richeson, Ivan Maturana Segato of Trident Industria De Preciso Ltda. ("Trident S/A") – Petitioner's predecessor in interest as to the marks at issue -- and counsel. These documents and affidavits demonstrate that Registrant, an importer and distributor of Trident S/A, obtained its mark through fraudulent means after misappropriating it from Trident S/A, and then grossly overstating in the Section 1(a) application that ultimately matured into Reg. No. 2,619,642 that the mark was in use on all the goods set forth therein. Registrant then compounded this fraud in its Section 7 amendment and its Section 8 declaration by stating that the mark was in use on all the goods set forth in Reg. No. 2,619,642, as amended. The

facts supporting this position are material to Petitioner's legal claims and are in dispute. Consequently, Petitioner respectfully urges the Trademark Trial and Appeal Board to deny Registrant's Motion for Summary Judgment in its entirety.

## **II. STATEMENT OF FACTS**

### **A. Trident S/A's Ownership and Petitioner's Interest in the Mark at Issue.**

Trident S/A is a Brazilian company started in 1965 in Itapui, São Paulo, Brazil. Since at least 1972, Trident S/A has manufactured and sold its goods worldwide under the following mark:



The above mark was designed by Trident S/A's President, Paulo Del Porto Negraes, based upon a three pronged clip commonly used on drawing boards. (Segato Affid. ¶¶ 2-3, Exh. A). Trident S/A's goods include artists' materials, easels, tools and supplies used in drawing, drafting and surveying. Trident S/A has registered or applied to register its mark (hereinafter "the TRIDENT & Design Mark") in Brazil as well as a number of additional countries around the world. (Segato Affid. ¶¶ 2-3, Exh. A). Trident S/A has been using the TRIDENT & Design Mark on its catalogues, distributed worldwide, since about that time, and certainly since 1977. (Segato Affid. ¶ 3, Exh. B). Trident S/A has been a member of the National Art Materials Trade Association ("NAMTA"), the leading United States based industry organization for art equipment manufacturers and sellers, since 1981, and is recognized by that organization as having used the TRIDENT Design & Mark during that entire membership period. (Segato Affid.



¶ 6; Martin Affid. ¶ 4, Exh. C). Trident S/A has been selling its goods with the TRIDENT & Design Mark in the United States since 1979. (Segato Affid. ¶ 4, Exh. C).

Trident S/A assigned Petitioner its rights in the TRIDENT & Design Mark in the United States. (Segato Affid. ¶ 23, Exh. M; Richeson Affid. ¶ 7). This assignment resulted from a business relationship that originated in 1999 and continues to date. (Segato Affid. ¶¶ 12-15; Richeson Affid. ¶¶ 4-5).

B. Registrant's Use of the Mark at Issue.

Just who or what Registrant is is not easy to determine. No information has been produced in discovery to establish that Registrant is anything other than a shell entity formed for the sole purpose of stealing the TRIDENT & Design Mark from Trident S/A. Herbert Eugen Moebius, who submitted his declaration in support of summary judgment, at one time distributed Trident S/A's goods in the United States under the name Trident North America and is now the president of Registrant. (Segato Affid. ¶¶ 7-10, 16-19, Exh. D-E, G-K; Moebius Decl. ¶ 1).

Sometime in the early 1980's, a Peruvian company owned by Mr. Moebius' father began buying goods from Trident S/A. In 1989, Mr. Moebius went to Miami, Florida and began distributing goods manufactured by Trident S/A and bearing the TRIDENT & Design Mark based on a letter of credit guaranteeing payment given by Mr. Moebius' father. Since he was a distributor of Trident S/A's goods, Mr. Moebius did business as "Trident North America." (Segato Affid. ¶¶ 7-10, Exh. D-E). However, Trident S/A did not assign or otherwise give up ownership of the TRIDENT & Design Mark in the United States at that time, or any time thereafter, to Registrant. (Segato Affid. ¶¶ 22-23, 29, Exh. L-M).

In 2001, Registrant asked Trident S/A to enter an exclusive relationship with it to import and distribute Trident branded modular office furniture in the U.S. Trident S/A informed

Registrant it was unwilling to enter such a relationship because of Registrant's declining sales. Soon thereafter, Trident S/A notified Registrant it would discontinue its distributor relationship, and did so in March of 2003. (Segato Affid. ¶¶ 17-18, Exh. H-K; Martin Affid. ¶ 4, Exh. B). Trident S/A was unaware at the time of Registrant's pending application to register the TRIDENT Design & Mark and that Registrant was using Trident S/A's catalogue and goods as its specimens. (Segato Affid. ¶ 27, Exh. L, P).

During Trident S/A's and Registrant's distributor relationship, the following goods were manufactured by Trident S/A and imported to and distributed by Registrant in the U.S.: range poles, adjustable arm protractor, protractors, computer stands specifically designed for holding computer equipment, machinist scales, proportion calculator, triangular scales, circular slide rule, pocket scales, graduated parallel ruler for marine charts, graduated wooden rulers, graduated professional ruler, graduated acrylic rulers, metric slide ruler for conversion, tolerance table ruler, angle iron level, metal professional pantograph, computer stands specifically designed for holding computer equipment, triangular scales, graduated acrylic rulers, artists' pens, easel pads, easels, wooden easels, drafting compasses, drafting curves, drafting instruments, drafting rulers, drafting squares, drafting templates, drafting trays, drafting triangles, drawing boards, drawing brushes, drawing compasses, drawing curves, drawing instruments, drawing rulers, drawing shields, drawing squares, drawing templates, drawing trays, drawing triangles, painting palettes, pens, technical pens and pencils, French curves, highway curves, adjustable triangles, templates for business forms and graphic art, T squares, parallel straightedge, white boards, drawing flexible curve ruler, drawing quick parallel glider, drawing stumps, portable sketch boards, stretched canvas, compasses, furniture, auxiliary cart for art supplies, metal display rolling stands for architectural drawings plans and maps, steel drafting tables, wooden drafting tables, wooden

stools, wood for architectural drawings plans and maps, wooden taboret, wooden tops and melamine tops for use on top of drafting tables. (Segato Affid. ¶ 19).

Trident S/A has or does manufacture, but did not provide to Registrant to import to and distribute in the U.S., the following goods: surveying apparatus, surveying chains, surveyor's levels, tripod for topography, telescoping leveling rods, folding wooden rods, air navigation, air navigation slide ruler, plotting rule for navigation, surveyor's levels and bevels. (Segato Affid. ¶ 20).

Trident S/A has never manufactured the following goods: computer workstations comprised of a computer printer and accessories, data processors, computers, pastels, artists' brushes, canvas panels for artists, electrical wood burning pens, metals in foil and powder form for painters, decorators, and artists, painting sets for artists, art prints, art etchings, art mounts, art pads, art paper, art pictures, arts and craft paint kits, aluminum easels, drawing pads, drawing paper, paint brushes, painting sets, painting sets for children, paintings, paints for arts and crafts, chalk boards, mounted canvas, printed instructional and teaching materials in the line of fine art painting, drawing pads, and measuring spoons and cups. (Segato Affid. ¶ 21).

These three lists comprise the totality of goods Registrant included in its application that matured into its registration. Trident S/A was Mr. Moebius' only manufacturing source for the goods he sold bearing the TRIDENT & Design Mark at the time. (Segato Affid. ¶ 10). It is therefore apparent that Registrant was not selling all of the goods listed in his original application, and subsequently in its registration.

C. Registrant's Disputed Claims Regarding Ownership of Mark.

In Registrant's admission responses in this matter, Mr. Moebius claims he first used the TRIDENT & Design Mark in 1988 and he created the Mark himself, as follows:

Herbert E. Moebius, President of Select Export Corp. selected the mark TRIDENT & Design and has the most knowledge of such derivation. Herbert Moebius conceived of the trademark TRIDENT & Design through his own individual brainstorming thoughts. Herbert Moebius came up with TRIDENT & Design from his personal knowledge or the mythic legends Poseidon and Neptune. The design aspect of the TRIDENT & Design mark is that of a Trident. A trident is a symbol of pride, honor, and ability.

(Martin Affid. ¶ 2, Exh. A). This is directly contrary to Trident S/A's statements regarding the origin of the TRIDENT & Design Mark, as well as its apparent and obvious use dating back to at least 1972, as shown in its catalogues beginning in 1977. (Segato Affid. ¶¶ 3-5, Exh. A-C).

D. Registrant's Fraud on the United States Patent and Trademark Office.

Mr. Moebius signed a number of papers submitted to the United States Patent and Trademark Office containing statements he knew to be false, constituting a fraud on that agency. Mr. Moebius knowingly misrepresented Registrant as the true owner of the TRIDENT & Design Mark even though it was not the manufacturer of the goods set forth in Reg. No. 2,619,642, did not originate the mark and had not been granted any rights other than distribution rights to it. (Segato Affid. ¶¶ 2-10, 17-18, 22, 29).

Registrant's Section 1(a) application included the following specimen of its goods:



This is a cover of Trident S/A's 1999 catalogue. (Segato Affid. ¶ 27, Exh. B).

Registrant's 2007 Section 8 declaration of continued use included the following specimens:



These are photos of a set of Trident S/A's technical pens and Trident S/A's patented computer desk including Trident S/A's model number TRITUB-R4. (Segato Affid. ¶ 28, Exh. Q-R).

Mr. Moebius represented these specimens of use under Section 1(a) and Section 8 as those of Registrant when they were, in fact, Trident S/A manufactured goods as shown in Trident S/A catalogues and had no relationship at all with Registrant. (Segato Affid. ¶¶ 27-28, Exh. P-R). Registrant is so intertwined with Trident North America – the business name Mr. Moebius used when a distributor for Trident S/A -- that Mr. Moebius submitted a drawing page with the Section 1(a) application that matured into Reg. No. 2,619,642 that identified the applicant as Trident North America rather than Registrant. (Segato Affid. Exh. P). In its 2001 catalogue, for instance, Registrant included information purportedly relating to its business, but the information was actually facts and illustrations about Trident S/A, including a picture of Trident S/A's Brazil factory and reliance upon Trident S/A's president's "years in the business" as its own. (Segato Affid. ¶ 26, Exh. O).

Mr. Moebius also knew that the TRIDENT & Design Mark was not in use on all goods set forth in Reg. No. 2,619,642 at the time the Section 1(a) application was filed in connection

therewith. Trident S/A was Registrant's only supplier at the time, and did not manufacture nor sell to Registrant all the items listed. (Segato Affid. ¶¶ 10, 19-21).

Mr. Moebius also knew that the TRIDENT & Design Mark was not in use on all goods set forth in Reg. No. 2,619,642 at the time the July 10, 2007 amendment pursuant to Section 7 was filed, or the September 24, 2007 Section 8 declaration was filed. (Segato Affid. ¶ 28, Exh. Q-R). Registrant has only 49 stock keeping unit ("sku") numbered goods on its website, 10 of which are actually goods manufactured by and obtained from Trident S/A, with the pictures lifted from Trident S/A's 1998 catalogue, as detailed in Mr. Segato's affidavit. (Segato Affid. ¶ 25, Exh. B, M).

These acts were undertaken by Registrant to co-opt the TRIDENT & Design Mark and to trade off the reputation of Trident S/A. Mr. Moebius failed to advise the United States Patent and Trademark Office of Trident S/A's rights, that Registrant was not a manufacturer, but rather a mere distributor of the goods set forth in the Section 1(a) application and Section 8 declaration submitted in connection with Reg. No. 2,619,642. (Segato Affid. Exh. P-Q). In essence, Registrant has attempted to block Trident S/A's ability to recognize the potential of its brand in the United States through a registration obtained from fraudulently using Trident S/A's goods as examples of its own as well as fraudulently over claiming the scope of the goods in connection with which the TRIDENT & Design Mark is allegedly used. This fraud was perpetrated not just in the original 2000 application, but in the 2007 Section 7 amendment and Section 8 declaration of continued use. Registrant was never more than a distributor of Trident S/A goods, which distributor relationship was terminated.

D. Registrant's Token Use of the Mark.

Alternatively, the statutory definition of use in commerce is "the bona fide use of a mark in the ordinary course of trade, and not made merely to reserve a right in a mark." Trademark Act Section 45. This definition precludes the practice of "token use," or use made solely to reserve rights in a mark, which is something it appears Registrant did with his Section 8 declaration. 49 sku's is hardly a typical number of skus to have within this particular industry. For example, Petitioner has over 8000 sku's, and Trident S/A has over 1000 sku's. Registrant does not currently sell to the largest ten resellers of artist and drafting materials in the United States. (Richeson Affid. ¶ 9 and Exh.; Segato Affid. Exh. B). A mark shall be deemed to be "abandoned" if its use has been discontinued with intent not to resume such use. "Use" of a mark means the bona fide use of such mark made in the ordinary course of trade, and not made merely to reserve a right in a mark. Trademark Act Section 45. Registrant's use of the TRIDENT & Design mark at the time it filed its Section 8 Declaration failed to meet the statutory definition of use in commerce. Since Registrant's token use of the mark set forth in Reg. No. 2,619,642 is tantamount to intentional abandonment and nonuse of the mark in commerce, any goodwill that Registrant may have in the TRIDENT & Design Mark has been destroyed.

III. ARGUMENT

There is no doubt that Registrant committed fraud on the United States Patent and Trademark Office, and Reg. No. 2,619,642 must be cancelled. Fraud cannot be cured, nor does it dissolve with time. The statements made by Mr. Moebius were knowingly and intentionally false, and Mr. Moebius withheld material information regarding his relationship with Trident S/A which would have barred Reg. No. 2,619,642. Petitioner recognizes that

Registrant disputes this position, and the facts presented that support its fraud allegations, thus summary judgment is inappropriate at this time.

A. Summary Judgment Standard.

The Board's rules state "The motion for summary judgment is a pretrial device to dispose of cases in which the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." TBMP Section 528.01; FRCP 56(c). Further, a party moving for summary judgment has the burden of demonstrating the absence of any genuine issue of material fact, and that it is entitled to judgment as a matter of law. TBMP Section 528.01; *Copeland's Enterprises Inc. v. CNV, Inc.*, 945 F.2d 1563, 20 USPQ2d 1295 (Fed. Cir.1991). In reviewing a motion for summary judgment, the Board may not resolve an issue of fact; it may only determine whether a genuine issue of material fact exists. TBMP Section 528.01; *Meyers v. Brooks Shoe Inc.*, 912 F.2d 1459, 16 USPQ2d 1055 (Fed.Cir.1990). The nonmoving party must be given the benefit of all reasonable doubt as to whether genuine issues of material fact exists; and the evidentiary record on summary judgment, and all inferences to be drawn from undisputed facts, must be viewed in the light most favorable to the nonmoving party. TBMP Section 528.01; *Lloyd's Food Products Inc v. Eli's Inc.*, 987 F.2d 766, 25 USPQ2d 2027 (Fed.Cir.1993). Finally, a fact is material if it may affect the decision, whereby the finding of that fact is relevant and necessary to the proceedings. TBMP § 528.01. An application of this standard to Registrant's motion requires a denial of the motion with an opportunity for the parties to go forward to trial.



B. Res Judicata Does Not Apply to this Matter.

*Res judicata* applies only if a prior judgment on the merits involved the same parties or their privies and the same cause of action. *Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 326 n.5 (1979). The second claim must be based on the same set of transactional facts as the first. *See International Nutrition Co. v. Horphag Research, Ltd.*, 220 F.3d 1325, 1328 (Fed. Cir. 2000). While claim preclusion may apply based upon a default judgment, care must be taken to insure fairness in doing so. *Young Engineers, Inc. v. United States International Trade Commission*, 721 F.2d 1305, 1314 (Fed. Cir. 1983). Indeed, the Board has to take into consideration the totality of the circumstances surrounding a prior judgment, including the fact that there was no decision on merits of the case when significant “issues of likelihood of confusion and dilution were not litigated in the defaulted opposition.” *See Sharp Kabushiki Kaisha v. ThinkSharp, Inc.*, 448 F.3d 1368, 1372 (Fed. Cir. 2006). The theory of *res judicata* does not apply to this matter because the “decision” previously issued by the Board was a default judgment and not one on the merits, and new facts have arisen not previously reviewed, and new causes of action have been brought.

As set out in Mr. Segato’s affidavit, Trident S/A contacted Registrant as soon as it became aware of the application to register the TRIDENT & Design Mark. Trident S/A filed its own application to federally register the TRIDENT & Design Mark, but had been beaten to the punch by Registrant. Trident S/A requested the cancellation Respondent’s registration based on a lack of ownership under Section 1, TMEP Section 1201.06(a) and TBMP Section 309.03(c)(8), but discontinued the prosecuting the cancellation request because of the cost. There was no ruling on the merits, but simply a default judgment. (Segato Affid. ¶ 22, Exh. L). Petitioner submits *res judicata* is inapplicable because the earlier default judgment does not qualify as a determination on the merits. Even if the Board found otherwise, however, new facts

have arisen that were not considered in relation to Trident S/A's earlier petition to cancel. Since then, Registrant has filed its Section 7 amendment and its Section 8 declaration of continued use, fraudulently re-alleging its ownership and rights to the TRIDENT & Design Mark, as well as the goods it purports to sell. (Segato Affid. ¶ 28, Exh. Q-R). Because these statements were not filed until *after* the earlier petition to cancel was initiated by Trident S/A, Registrant cannot colorably argue that all of the facts at issue in this action were present in that action.

Moreover, in the earlier action, Trident S/A did not allege fraud against the United States Patent and Trademark Office. (Registrant's Motion, Exh. A). The claim pled in Cancellation No. 92043330 was limited to the Registrant's ownership of the mark set forth in Reg. No. 2,619,642 under Section 1, TMEP Section 1201.06(a) and TBMP Section 309.03(c)(8) and not fraud under TBMP Section 307.01. Whether or not Registrant owns the TRIDENT & Design Mark under Section 1, TMEP Section 1201.06(a) and TBMP Section 309.03(c)(8), and whether or not Mr. Moebius has repeatedly lied to the United States Patent and Trademark Office under TBMP Section 307.01, are different questions that arise from different facts. In this matter, Petitioner has alleged fraud with specificity and has developed proof not only regarding ownership, but also that Registrant's knowing misrepresentations regarding ownership continued in its 2007 Section 7 and Section 8 filings. Further, that fraud was perpetrated with the application, and continues to be perpetrated because Registrant has overstated the goods in connection with which the TRIDENT & Design Mark is allegedly used, and even as to what it sells, by using Trident S/A's artwork to market those goods as its own. There has been no finding on the merits as to the fraud claims, which Petitioner is entitled to pursue through to a decision by the Board.

C. Petitioner Has Raised Genuine Issues of Material Fact Regarding Its Fraud Claims.

An applicant for registration of a trademark has a duty of uncompromising candor in his communications with the United States Patent and Trademark Office. *T.A.D. Avanti, Inc. v. Phone-Mate, Inc.*, 199 USPQ 648, 655 (C.D. Cal. 1978); *see also Aromatique, Inc. v. Gold Seal, Inc.*, 28 F.3d 863, 877 (8th Cir. 1994); *Orient Express Trading Co. v. Federated Dep't Stores, Inc.*, 842 F.2d 650, 653 (2nd Cir. 1988). Fraud in obtaining or maintaining a trademark registration "occurs when an applicant knowingly makes false, material misrepresentations of fact in connection with his application." *Torres v. Cantine Torresella S.R.L.*, 808 F.2d 46, 1 USPQ2d 1483, 1484 (Fed. Cir. 1986). To constitute fraud on the United States Patent and Trademark Office, the statement must be (1) false, (2) a material representation and (3) made knowingly. *Id.*

The Board has further expanded its definition of fraud to include intentional deceitful practices or acts designed to obtain something to which the person practicing such deceit would not otherwise be entitled. Specifically, a willful withholding of material information or facts which, if disclosed, would have resulted in the disallowance of the registration sought or to be maintained. Intent to deceive must be "willful" versus a "false misrepresentation" occasioned by an "honest" misunderstanding, inadvertence, negligent omission or the like. *First Int'l Services Corp. v. Chuckles Inc.*, 5 USPQ2d 1628, 1634 (TTAB 1988), *citing Smith Int'l, Inc. v. Olin Corp.*, 209 USPQ 1033, 1043-44 (TTAB 1981). Willfulness includes circumstances not only where the applicant makes false statements, but also where the applicant fails to make full disclosure of all material facts. *Daesang Corp. v. Rhee Bros., Inc.*, 2005 WL 1163142, \*9 (D. Md. 2005) (attached).

Petitioner has raised genuine issues of material fact as to Registrant's fraud in its

prosecution of its Section 1(a) application that matured into Reg. No. 2,619,642 regarding its ownership of the TRIDENT & Design Mark, as well as the specimens it used to illustrate ownership and the list of goods included with the application. (Segato Affid. ¶¶ 3-4, 7-10, 17-22, 25-27, 29 Exh. A-B, D-E, H-L, N-P; Martin Affid. ¶ 2, Exh. A). Further, Petitioner has raised genuine issues of material fact regarding Registrant's fraud in its 2007 Section 7 and 8 filings to amend its list of goods and declare its continued use of same. (Segato Affid. ¶ 28, Exh. Q-R).

A distributor, importer or other distributing agent of the goods of a manufacturer does not acquire a right of ownership in the manufacturer's mark merely because it moves the goods in trade. *In re Bee Pollen from England Ltd.*, 219 USPQ 163 (TTAB 1983); *Audioson Vertriebs - GmbH v. Kirksaeter AudioSonics, Inc.*, 196 USPQ 453 (TTAB 1977); *Jean D'Albret v. Henkel-Khasana G.m.b.H.*, 185 USPQ 317 (TTAB 1975); *In re Lettmann*, 183 USPQ 369 (TTAB 1974); *Bakker v. Steel Nurse of America Inc.*, 176 USPQ 447 (TTAB 1972). A party that merely distributes goods bearing the mark of a manufacturer or producer is neither the owner nor a related-company user of the mark. *Sengoku Works Ltd. v. RMC Int'l Ltd.*, 96 F.3d 1217, 40 USPQ2d 1149, 1151-52 (9<sup>th</sup> Cir. 1996); *Global Maschinen GmbH v. Global Banking Systems, Inc.*, 227 USPQ 862, 866 (TTAB 1985); *Hank Thorp, Inc. v. Minilite, Inc.*, 474 F.Supp. 228, 205 USPQ 598, 605-06 (D.Del. 1979). If the applicant merely distributes or imports goods for the owner of the mark, registration must be refused under Section 1 of the Trademark Act, except where 1) there is a parent and wholly owned subsidiary relationship; or 2) if the applicant submits (a) written consent from the owner of the mark to registration in the applicant's name, or (b) written agreement or acknowledgment between the parties that the importer or distributor is the owner of the mark in the United States, or (c) an assignment to

the applicant of the owner's rights in the mark as to the United States. *See In re Pharmacia Inc.*, 2 USPQ2d 1883 (TTAB 1987); *In re Geo. J. Ball, Inc.*, 153 USPQ 426 (TTAB 1967).

None of the above applies in this case. Mr. Moebius, as a distributor, had a duty not to file or register the TRIDENT & Design Mark in the name of Trident North America, or any other entity. (Segato Affid. ¶¶ 2-10, 17-18, 22-23, 29, Exh. A-E, H-J, L-M). To do so, without disclosing the distributor relationship, was fraud. Compounding that fraud was Mr. Moebius' claim of ownership of the TRIDENT & Design Mark, which he knew to be false. He also presented specimens at the time the Section 1(a) application and Section 8 declaration were filed in connection with Reg. No. 2,619,642, which he knew to depict Trident S/A's goods. (Segato Affid. ¶¶ 27-28, Exh. P-R). Mr. Moebius also claimed that the TRIDENT & Design Mark was in use on all goods set forth in Reg. No. 2,619,642 at the time the Section 1(a) application was filed in connection therewith, which he knew to be false. (Segato Affid. ¶¶ 19-21). Mr. Moebius also claimed that the TRIDENT & Design Mark was in use on all goods set forth in Reg. No. 2,619,642 at the time the Section 7 and 8 amendment and declaration were filed in 2007 in connection therewith, which he knew to be false. (Segato Affid. ¶ 28, Exh. Q-R). Even the initial drawing submitted to the United States Patent and Trademark Office by Mr. Moebius with the 1(a) application that matured into Reg. No. 2,619,642 identified the applicant as Trident North America rather than Select Export Corp. DBA Trident. (Segato Affid. ¶ 27, Exh. P).

This case of fraud is just as compelling as that in *Febal Cucine, S.p.A. v. Mariner Ventures, Inc.*, TTAB December 18, 2007 (attached), recently decided by the Board. While this case is classified as not for use as precedent, the facts are so strikingly similar, it is instructive to review those and the analysis applied by the Board to find fraud. In *Cucine*, the petitioner was an Italian company with a European Community Trademark Registration for FEBAL associated

with the kitchen furniture and cabinets it manufactured. It entered an exclusive distribution relationship with a United States entity, retaining ownership of its trademark for itself. Without petitioner's knowledge, respondent filed an application with the United States Patent and Trademark Office to register the petitioner's trademark, *using the petitioner's artwork and goods as its specimens*. In *Cucine*, the U.S. distributor did have a written exclusive agreement, but the agreement provided that the petitioner retained ownership of the trademark. *Id.*

The Board in *Cucine* relied upon the caselaw cited on page 14 regarding a foreign distributor's retention of ownership rights in a trademark unless granted to its distributor. *Cucine*, at 19-20. Moreover, that even in the absence of a written agreement spelling out the foreign manufacturer's right to retain the trademark, such a right should be assumed unless agreed to otherwise. *Id.* In *Cucine*, the Board found that respondent "could not have filed and truthfully asserted that it was the owner of the mark [at issue] or that it could obtain a trademark registration for that mark. To have done so would have been a fraud on the Office, because there was no reasonable basis to believe that it owned the mark." *Id.* at 22.

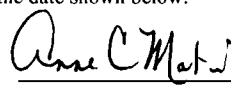
Similarly, in this case, Registrant could not have, and did not, truthfully assert ownership of the TRIDENT Design & Mark in 2000 when it filed its application, or in 2007 when it filed to amend its registration and declare continuing use. Petitioner has raised genuine issues of material fact regarding ownership with issues were not addressed in the prior proceedings between Trident S/A and Registrant. Even if the Board found those issues precluded, however, fraud related to the scope of goods listed in Registrant's application, and subsequent amendment and declaration, were not.

Registrant has no defense to overcome the strong evidence of fraud in the procurement of Reg. No. 2,619,642. Mr. Moebius knew that the statements were false, intended them to be

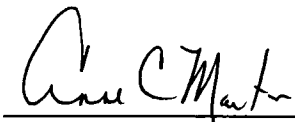
false and made them solely to take control of the TRIDENT & Design Mark, to obtain leverage over Trident S/A, and to allow trading on the name and reputation of Trident S/A, while delivering goods made by others.

#### **IV. CONCLUSION**

Petitioner has raised genuine disputes of material fact that must be considered in the light most favorable to its position. Petitioner therefore respectfully requests that Registrant's Motion for Summary Judgment be denied in its entirety.

CERTIFICATE OF MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451 on the date shown below:	
By:	
Name:	Anne C. Martin
Date:	June 30, 2008

Jack Richeson & Co., Inc.

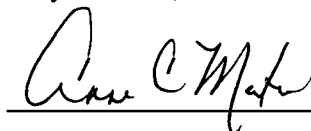
By:   
Anne C. Martin  
Title: Attorney  
Date: June 30, 2008

Submitted by:

Bone McAllester Norton, PLLC  
511 Union Street  
Suite 1600  
Nashville, Tennessee 37219

#### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing "PETITIONER'S RESPONSE IN OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT" was served on Registrant's attorney, Cheryl Meide with an address at Meide Law Firm, P.A., Corners at Deerwood 7545 Centurion Parkway, Suite 201, Jacksonville, Florida 32256, via first class mail, postage prepaid, today June 30, 2008.

By: 





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**C**Daesang Corp. v. Rhee Bros., Inc.  
D.Md.,2005.United States District Court,D. Maryland.  
**DAESANG CORPORATION**, Plaintiff

v.

**RHEE BROS., INC.**, Defendant  
**No. Civ. AMD 03-551.**

May 13, 2005.

Michael A. Grow, Ernest A. Tuckett, III, Randall A. Brater, Arent Fox Kintner Plotkin and Kahn PLLC, Evan Scott Stolove, Fannie Mae, Washington, DC, for Plaintiff.

Brenda R. Sharton, Don M. Kennedy, Jaren D. Wilcoxson, Neil T. Smith, Scott Bergan Nardi, David L. Permut, Goodwin Procter LLP, Boston, MA, James A. Johnson, Jonathan Ilson Ahn, Semmes Bowen and Semmes PC, Baltimore, MD, for Defendant.

Kenneth S. Knuckey, Sweeney and Sheehan PC, Philadelphia, PA, for Claimant.

**MEMORANDUM OPINION SETTING FORTH  
FINDINGS OF FACT AND CONCLUSIONS OF  
LAW PURSUANT TO FED.R.CIV.P. 52**

DAVIS, J.

\*1 In this action arising under the Lanham Act, 15 U.S.C. §§ 1051, et. seq., and state law, plaintiff/counter-defendant Daesang Corporation ("Daesang"), seeks cancellation of a federal trademark registration, consisting in relevant part of a Korean alphabet depiction which transliterates to the term "Soon Chang" (hereinafter "the mark"), and damages under Maryland law for tortious interference with business relations and prospective economic advantage, against defendant/counter-plaintiff Rhee Bros., Inc. ("Rhee Bros."). In particular, Daesang alleges that: (1) registration of the mark should be canceled because Rhee Bros. obtained federal registration of the mark fraudu-

lently; and that, alternatively, (2) the claim to exclusive use of the mark is unenforceable because (a) it is geographically descriptive but lacking in secondary meaning and (b) it is used in a manner that is geographically deceptively misdescriptive. Rhee Bros. has asserted counterclaims for: (1) trademark infringement; (2) unfair competition and false designation of origin in violation of 15 U.S.C. § 1125(a); (3) trademark dilution in violation of 15 U.S.C. § 1125(c); (4) common law trademark infringement; and (5) unfair competition.

I conducted a bench trial over several days between January 18, 2005, and February 14, 2005. After careful consideration of the witness testimony, trial exhibits, and all the evidence presented, and after considering the arguments of counsel, I shall direct the entry of judgment in favor of Daesang as to its federal claims. However, I find and conclude that the state law claim is not proven. Furthermore, I do not find that this case qualifies as an "exceptional case" under section 35(a) of the Lanham Act, and thus I shall deny Daesang's request for costs and attorneys' fees. See 15 U.S.C. § 1117(a). Rhee Bros.'s counterclaims shall be rejected. There follows my findings of fact and conclusions of law in accordance with Fed.R.Civ.P. 52(a).

**I. FINDINGS OF FACT**

1. "Gochujang" (also written as "gochuchang," "gochoo chang," "kochujang" or "koch'ujang") is a Korean condiment or sauce commonly known in English as "hot pepper paste" or "hot bean paste." *Yu Dec.* ¶ 1.

2. Gochujang is a very popular food among Koreans. *Kim-Renaud Dep.* at 24 ("There is no Korean who would grow up not having eaten it.").

3. By a wide margin, the primary purchasers of gochujang in the United States are persons of Korean origin.<sup>1</sup> *Cho Dep.* at 19; *Bae Dep.* at 14.

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FN1. In 1980, there were approximately 350,000 Korean Americans living in the United States, 290,000 of whom were born in Korea. By the year 2000, there were approximately one million Koreans living in the United States, 700,000 of whom were born in Korea and immigrated to the United States prior to 1990. *Plf. Exhs. 210-17.*

4. The Soon Chang province of South Korea has been well known for and associated with producing high quality gochujang for centuries. *Larsen Dec. ¶¶ 9, 15; Plf. Exhs. 125, 143, 147, 148, 155, 157.*

5. Most Koreans and Korean Americans are, and have long been, familiar with the goods-place association between Soon Chang and gochujang; Rhee Bros.' contention that knowledge of the goods-place association between Soon Chang and gochujang is a result of recent efforts by, if not an invention of, the Korean government or the local Soon Chang government, is rejected.<sup>FN2</sup>

FN2. Daesang introduced credible witness testimony by Korean and Korean American gochujang consumers confirming the goods-place association of Soon Chang gochujang. *Whan-Kee Kim Dep. at 22-23; Bae Dep. at 23; Cho Dep. at 8-9; Kil Young Kim Dep. at 42, 56-64; Kil Yong Kim Dec. ¶¶ 6-7, 9.*

\*2 6. During the Chosun Dynasty in Korea (1392-1910), Soon Chang gochujang was sent to Seoul, the capital of Korea, as a tribute to kings. *Larsen Dec. ¶¶ 9, 15; Plf. Exhs. 125, 143, 147, 148, 155, 157.*

7. Numerous encyclopedias and historical documents confirm that as early as the 18th century, "one of the things that Sunch'ang is well known for is koch'ujang." *Larsen Dep. at 16-18, 37; Larsen Dec. ¶ 15.*

8. In 1740, a Korean document known as *Sumun-*

*sasol* noted that Soon Chang was a place in Korea famous for high quality gochujang. *Larsen Dec. ¶ 15.*

9. Another document from the early 1880s, the *Kyuhapch'ongso*, notes that of the places in Korea known for their gochujang, Soon Chang is the most famous. *Id.*

10. A May 17, 1959, article in the *Chosun Daily Newspaper*, a Korean language paper, states in part:

One of the famous products in Soon Chang is gochujang. It is believed that the water here created today's "Soonchang Gochuchang" not to mention the culinary technique.... From ancient times high government officials who toured this district received a gochuchang jar as a gift and noble individuals who left this district received a gochuchang jar (as a souvenir).

*Plf. Exh. 3.*

11. Consequently, numerous companies located in Soon Chang make gochujang and other sauces. *Yu Dec. ¶ 18.*

12. Additionally, the local community operates a Gochujang Folk Village, which promotes the sale of gochujang made by local businesses. *Yu Dec. ¶ 18.*

13. Numerous Internet websites promote gochujang made in Soon Chang. *Hitt Dec. ¶¶ 7-12.*

14. Brochures published by Soon Chang County and various manufacturers of gochujang located in Soon Chang discuss the fame and reputation of that area as a source of gochujang. *Plf. Exhs. 112, 112A-F, 113, 114, 115, 115A.*

15. Saying "Soon Chang gochujang" to people familiar with Korean culture is similar to saying "Idaho potatoes" or "Maine lobsters" to an American; each such term implies quality and authenticity. *Kim-Renaud Dec. ¶ 17.*

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16. Defendant Rhee Bros. is a closely held Maryland corporation owned by Syng Man Rhee and his relatives. *Plf. Exh. 102*.

17. Rhee Bros.' principal business address is at 9505 Berger Road, Columbia, Maryland. *Plf. Exh. 102*.

18. Rhee Bros. is primarily in the business of selling Asian food products, including gochujang, to Korean and other persons in the United States and it operates retail grocery stores in Maryland, Virginia, New York, and California. *Rhee Dec. ¶ 11*.

19. Syng Man Rhee, founder of Rhee Bros., is a highly-educated Korean-born individual who immigrated to the United States in the 1970s and established one of the first businesses to import and distribute Korean food products in the United States. *Rhee Dec. ¶¶ 4, 14*.

20. Rhee Bros. was one of the first companies to use brand names and labels on the packaging of imported Asian foods. *Tr. at 158*.<sup>FN3</sup>

FN3. Citations to trial transcripts are hereinafter referenced as "*Tr.*"

\*3 21. In 1978, Rhee Bros. began selling gochujang using the term "Soon Chang" in its brand name. *Tr. at 158*.

22. Rhee Bros. purchased its first gochujang products in the late 1970s from a firm known as Tobagi Soon Chang Company located in Soon Chang, South Korea. *Rhee Dep. at 84-85; Tr. at 151-52*.

23. On July 2, 1986, Rhee Bros. filed Application Serial No. 73/607565 for the mark *Rhee Dec. ¶¶ 31, 36*.

24. In the 1986 application, Rhee Bros. represented to the Patent and Trademark Office ("PTO") that Soon Chang meant "pure spear." *Plf. Exh. 28*.

25. Rhee Bros. made no mention in the 1986 application that there is a region of South Korea known as Soon Chang or that the region is famous for high quality gochujang in spite of Rhee Bros.' knowledge of the fact. *Id.*

26. Mr. Rhee testified that he intended the term "Soon Chang" to transliterate to the term "pure spear" to denote the hot and sharp taste of gochujang, *Tr. at 122*, but I find this explanation wholly incredible.

27. Mr. Rhee places a picture of a young lady to reinforce the meaning of his brand name ASSI (meaning "young woman" in Korean), yet he never used a picture of a spear to refer to "pure spear" on any of his Soon Chang products. *Tr. at 173-74*.

28. Soon Chang cannot be understood to mean "pure spear" in the Korean language because of the linguistic structure of the phrase Soon Chang in the Korea alphabet. *Kim-Renaud Dec. ¶¶ 3, 8*.

29. Although the mark literally translates in the Korean alphabet to the separate words "pure" and "spear," there is no association in the Korean alphabet or Korean culture between the words "pure" and "spear" that would make "pure spear" a plausible interpretation of the phrase "Soon Chang" by a person who reads the term in Korean or is familiar with Korean culture, which is essentially the community of consumers to whom gochujang is marketed, in the Korean language, in the United States. *See id. at ¶¶ 8-9*.<sup>FN4</sup>

FN4. At trial, the Korean language interpreter could not translate the oral testimony, in the Korean language, of the term "Soon Chang" into "pure spear" as a plausible English translation.

30. On December 8, 1987, Rhee Bros. obtained registration for the mark, Reg. No. 1,468,524, for the term "Soon Chang" in the Korean alphabet. *Rhee Dec. ¶¶ 31, 36*.

31. In early 1994, the mark was canceled by the

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PTO for failure of Rhee Bros.' attorney to file a Section 8 affidavit. *Id.* at ¶ 39.

32. The cancellation was not based on the merits of Rhee Bros.' registration, and Rhee Bros. had continuously used the mark in commerce from 1978 through the date of cancellation in 1994. *Id.*

33. On April 13, 1994, Rhee Bros.' attorney filed Application Serial No. 74/511883 for the mark ("Amberly application"). *Rhee Dec.* ¶ 43; *Def. Exh.* 85.

34. On June 26, 1995, a non-final office action was mailed to Amberly stating that the mark is descriptive and the mark was not categorized as geographic. *Def. Exh.* 83.

35. On February 23, 1996, the application was deemed abandoned for failure of the applicant to respond to the office action. *Rhee Dec.* ¶ 45; *Def. Exhs.* 83, 84.

\*4 36. On February 26, 1996, Amberly responded to an oral notice of abandonment by filing a request for reinstatement based on his failure to receive the June 1995 office action. *Def. Exh.* 4.

37. On July 8, 1996, the PTO requested additional information explaining the reason for non-receipt of the office action. *Def. Exhs.* 4, 83.

38. On August 27, 1996, another Rhee Bros. attorney filed Application Serial No. 75/157052 for the mark ("Ahn application"). *Rhee Dec.* ¶ 49.

39. A different examiner was assigned by the PTO to the Ahn application. *Koh Dep.* at 64-65.

40. On August 28, 1996, Amberly filed a response and another change of address, informing the PTO that he was not receiving mail at his previous address. *Def. Exh.* 81.

41. On September 26, 1996, the PTO dismissed the Amberly application for failure to respond. *Def. Exhs.* 80, 81.

42. On October 3, 1996, Amberly filed another request for reinstatement. *Def. Exhs.* 80, 81.

43. On December 13, 1996, Amberly's request for reinstatement was granted. *Def. Exhs.* 80, 81.

44. On July 30, 1997, Ahn filed a response to an office action which included an affidavit from Rhee Bros. stating that Soon Chang is the name of a town located in South Korea. *Rhee Dec.* ¶ 51; *Def. Exh.* 72.

45. On September 19, 1997, Amberly responded to an office action and stated that Soon Chang is a region in Korea that is "famous for sauces," but that there is no goods-place association for the mark in the U.S. *Koh Dep.* at 59-60; *Plf. Exh.* 33, *Application Serial Number* 74/511883.

46. Despite Rhee Bros.' denial (or material omission in the case of the Ahn application) that Soon Chang possesses a goods-place association (in the minds of those in the relevant American consuming community) with gochujang, Rhee Bros. emphasizes the historical connection by displaying a phrase on its labels and advertisements that reads, "Soon Chang, the historical traditional way of the past, the way it was before," and emphasizes the "hometown" taste of Soon Chang gochujang. *Plf. Exhs.* 99, 100; *Kim-Renaud Dec.* ¶ 18.

47. The Ahn application was approved for publication on November 7, 1997. *Def. Exh.* 72.

48. On October 28, 1997, in a non-final office action, the PTO refused to register the mark pursuant to the Amberly application because the mark was found to be primarily geographically deceptively misdescriptive. The PTO requested that Rhee Bros. submit evidence of secondary meaning, which Rhee Bros. never did. *Plf. Exh.* 34; *Koh Dep.* at 62-63; *Def. Exh.* 76.

49. Rhee Bros. obtained Registration No. 2,140,224, issued March 3, 1998 (via the Ahn application) for the Korean characters transliterating to "Soon Chang Chap Sal and Gochujang," mean-

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ing "Soon Chang Sweet Rice Hot Bean Paste" (the latter part of which was disclaimed). *Plf. Exh. 30*. This is the registration being by challenged by Daesang in the case *sub judice*.

\*5 50. On July 15, 1998, the Amberly application was canceled for failure to respond to the October 28, 1997, office action and request for secondary meaning evidence, *Def. Exhs. 4, 76*, which could not have been demonstrated in any event.

51. Rhee Bros.' mark is not listed among the brands used by Rhee Bros. on its web site or in any of its company brochures. *Plf. Exhs. 27, 58, 59, 102*.

52. The term "Soon Chang" (in English or Korean) does not appear in any of Rhee Bros.' brochures or on its website. *Tr. at 67-74*.

53. Rhee Bros. used its ASSI trademark on the first gochujang that it sold and still uses the ASSI brand name, as well as the Yssine brand name, on most of the Rhee Bros. gochujang products. *Rhee Dep. at 46-47; Koh Dep. at 39; Plf. Exh. 31, Response to Requests for Admissions No. 20*.

54. Although Rhee Bros. displays the registration symbol ® next to the ASSI mark, and the 0 symbol next to the Yssine brand, it has never displayed the ® or 0 symbols adjacent to the term "Soon Chang." *Plf. Exh. 31, Response to Requests for Admissions, Nos. 13-16*.

55. Until a few months prior to trial, Rhee Bros. was not importing its gochujang from Soon Chang, South Korea. *Plf. Exh. 31, Response to Request for Admissions, No. 19*.

56. Daesang is a Korean corporation, which maintains a place of business at 52-I Kayang-dong, Kangseo-ku, Seoul, Korea. *Yu Dec. ¶ 1*.

57. Daesang sells a variety of food products in the United States, including gochujang. *Yu Dec. ¶ 1*.

58. The gochujang sold by Daesang and its predecessor Miwon Co. Ltd. (which merged with Daes-

ang in 1997) is supplied by Daesang Food Co., Ltd. (formerly known as Hwa Young Foods). *Yu Dec. ¶ 3*.

59. Daesang's gochujang is made in the Soon Change province of South Korea. *Yu Dec. ¶ 3*.

60. Since at least as early as 1992, Daesang and its predecessor Miwon have sold gochujang continuously in the United States under the house marks Imgumnimpyo or ChungJungWon. *Yu Dec. ¶¶ 5-7*.

61. To indicate the geographical origin of the products, the gochujang labels display the Korean characters that transliterate to Soon Chang. *Yu Dec. ¶¶ 5-7*.

62. Daesang's products are publicized in advertisements in Korean language newspapers and commercials broadcast on Korean language television stations in New York and Los Angeles. *Do Dec. ¶ 8*.

63. Rhee Bros. had knowledge of the use of the term "Soon Chang" by Daesang's predecessor, Miwon, since at least 1993 when Rhee Bros. unsuccessfully attempted to persuade Miwon to pay Rhee Bros. a royalty to use the term "Soon Chang." *Rhee Dep. at 137-38*.

64. A royalty agreement was never realized and there has never been any litigation between Miwon or Daesang and Rhee Bros. prior to this litigation. *Rhee Dep. at 101-02*.

65. In 1994, Rhee Bros. sent a letter to Miwon's distributor complaining about Miwon's use of the term "Soon Chang." *Plf. Exh. 41; Yu Dec. ¶¶ 28, 34*.

\*6 66. Rhee Bros. sent another letter to Daesang and Hwa Young Food Co. in 1997 through Daesang's U.S. distributor P.K. Trading, Inc. *Plf. Exh. 42, Yu Dec. ¶ 34*.

67. In 2001, Rhee Bros. filed a trademark infringement suit in this court, Civil Action No.

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01-CV-1894-AMD, to challenge the use of the term "Soon Chang" by Daesang's customer, the Korean grocery store chain Han Ah Reum. *Rhee Dep. at 110-11.*

68. The suit was based on Rhee Bros.' 1998 trademark registration No. 2,140,224 (a product of the Ahn application). *Rhee Dep. at 110-11.*

69. After Rhee Bros. filed suit against Han Ah Reum, Han Ah Reum stopped purchasing Daesang's gochujang from Daesang's U.S. importer, C. Kenneth Imports. *Yu Dec. ¶ 38; Kil Yong Kim Dec. ¶ 11.*

70. In respect to the lawsuit Rhee Bros. filed against Han Ah Reum, a Consent Decree and Settlement Agreement was entered requiring, *inter alia*, that Han Ah Reum send letters, in English and Korean, to all of its retail outlets ordering them to stop selling all products of third parties bearing the name "Soon Chang Chapssal (or Chal) Gochujang." *Plf. Exh. 75.*

71. Although there are several types of gochujang, the 2001 settlement agreement prohibits only the sale of Soon Chang Chapssal and Chal gochujang. *Koh Dep. at 37-40; Plf. Exh. 35.*

72. Rhee Bros. has never disputed the limitation in the instructions given by Han Ah Reum to its employees. *Tr. at 19-22.*

73. In 1996, Daesang acquired a partial ownership interest in Hwa Young Foods (now called Daesang Foods Co. Ltd.). *Yu Dec. ¶ 49.*

74. In 1996, Hwa Young Foods applied for a trademark for the term "Soon Chang." *Plf. Exh. 66.*

75. Despite the Amberly application's affirmative statement that Soon Chang did not have a goods-place association, and the Ahn application's silence on the issue, Rhee Bros. filed a letter of protest in September 1996 in connection with Hwa Young Foods' trademark application, protesting that the mark was identical to the mark Rhee Bros. was at-

tempting to register. *Plf. Exh. 66.*

76. In its protest, Rhee Bros. admitted that the term Soon Chang is geographically descriptive and "the public association with Soon Chang is presumed." *Plf. Exh. 66.*

77. Nevertheless, Daesang Food Company Ltd. obtained U.S. Trademark Reg. No. 2,297,191, issued under its former name, Hwa Young Foods, on December 7, 1999, for the mark containing Korean characters that transliterate to Soon Chang. *Yu Dec. ¶ 45.*

78. Daesang Food Company Ltd. also owns U.S. trademark Reg. No. 2,270,076, issued August 17, 1999, for the mark containing Korean characters that transliterate to "Imgunnimpyo," "SoonChang," "mubangle," and "musakso" meaning "King mark," "SoonChang," "no antiseptic," and "no food colors," respectively. *Yu Dec. ¶¶ 42-43.*

79. On March 16, 2004, Daesang Food Company Ltd. filed a mark disclaimer on "Soon Chang" shortly after Rhee Bros. served Requests for Admissions in this litigation asking Daesang to admit that Hwa Young Foods did not disclaim rights in Soon Chang in that registration. *Def. Exh. 10.*

\*7 80. Several companies in addition to Daesang sell gochujang in the United States under labels bearing the Korean alphabet for Soon Chang. *Plf. Exhs. 112, 112A-F, 113, 114, 115, 115A.*

81. For example, on February 28, 2004, at the Garden Market in Closter, New Jersey, the following products were being offered for sale, all of which bore the Korean alphabet for Soon Chang on the label: Hanmi Wang Soon Chang Gochujang, ChungJungWon Soon Chang Chal Gochujang, Assi Soon Chang Chapssal Gochujang (made by Rhee Bros.). "Hanmi Wang," "ChungJungWon" and "Assi" are brand names, "Chapssal" means "glutinous rice," and "Chal" means "sticky." If hot bean paste (gochujang) is made from glutinous rice (chapssal) it is always sticky (chal). *Yu Dec. ¶¶*

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24-25.

82. On February 28, 2004, at the Han Ah Reum grocery store in Little Ferry, New Jersey, the following products were being offered for sale, all of which bore the Korean characters "Soon Chang" on the label: Hanmi Wang Soon Chang Chapssal Gochujang, Hyundai Soon Chang Matgal Gochujang, ChungJungWon Soon Chang Gowoonbit Soonhan Gochujang, ChungJungWon Soon Chang Gowoonbit Maewoon Gochujang, ChungJungWon Soon Chang Myungpoom Gochujang, ChungJung Won Soon Chang Cho Gochujang. "Hanmi Wang," "Hyundai," and "ChungJungWon" are brand names. "Matgal" means "tasteful," "Bokkum" means "fried," "Gowoonbit" means "bright color," "Soonhan" means "mild," "Maewoon" means "hot," "Myungpoom" means "prestigious brand," and "Cho" means "vinagered or sour." *Id.* at ¶¶ 26-27.

83. In April 2004, the following products with "Soon Chang" on the label were offered for sale in various stores in the Maryland-Virginia area: Wang Soon Chang Hot Pepper Paste, Hyundai Food Soon Chang Hot Pepper Paste, and Choripdong Soon Chang Hot Pepper Paste. *Plf. Exhs. 8-10.*

84. There were also many Daesang Soon Chang gochujang products for sale in various stores, including Han Ah Reum. *Plaint. Exhs. 11-17; Hitt Dec. ¶¶ 1-5.*

85. Immediately prior to trial, in December 2004, Daesang once again found many of the same and other third party gochujang products with "Soon Chang" on the labels for sale in stores, including stores within a few miles of Rhee Bros.' Columbia, Maryland headquarters. *Hitt Dec. ¶¶ 12-19.* These brands include Wang, Tobagi, and Hyundai Soon Chang gochujang products as well as many Daesang Soon Chang products. *Id.*

86. Three other companies, Samyang, Hwagae, and Hanmi, use the term "Soon Chang" in the name of their products. *Bae Dep. at 18-19.*

87. Samyang and Hwage have sold Soon Chang gochujang in the United States for approximately ten years, and Hanmi for about four to five years. All three are still selling gochujang using "Soon Chang" as part of the name. *Id. at 19-20.*

88. Rhee Bros. has knowledge as to the extensive third party use of the term "Soon Chang" on gochujang product labels. *Rhee Dep. at 61-62; Bae Dep. at 16-17.*

\*8 89. Rhee Bros. has not taken any legal action against any of these third parties. *Koh Dep. at 139-77; Tr. at 42-43.*

## II. CONCLUSIONS OF LAW

This court has jurisdiction over the subject matter under § 39 of the Trademark Act of 1946, 15 U.S.C. § 1121 and under 28 U.S.C. §§ 1331, 1332, 1338, and 1367. Venue is proper in this district and this division under 28 U.S.C. § 1391.

A. Rhee Bros.' Trademark Registration Containing the Term "Soon Chang" was Fraudulently Obtained, is Geographically Descriptive but Lacks Secondary Meaning, and is Geographically Deceptively Misdescriptive <sup>FN5</sup>

FN5. In view of the findings and conclusions set forth herein, I need not address the issue of abandonment.

1. Rhee Bros. Fraudulently Obtained its Trademark Containing the Term "Soon Chang"

A trademark is any word, name, symbol, or device that identifies and distinguishes the goods of one manufacturer or merchant from those of others. *See* 15 U.S.C. § 1127. A geographically descriptive term is one in which the primary significance attached to the term is a generally known geographic location. *See Burke-Parsons-Bowlby Corp. v. Appalachian Log Homes, Inc.*, 871 F.2d 590, 595 (6<sup>th</sup> Cir.1989) ("The Legislative History of the Lanham

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Act points out that where a logical connection can be made between the product and the geographical term, the term is geographically descriptive.”). A geographically descriptive term is not inherently distinctive, and thus cannot receive trademark protection unless it has achieved secondary meaning. *Id.* (noting that the term ‘Appalachian’ refers to a particular style of log structures and thus is geographically descriptive).

Secondary meaning exists when the public no longer associates the goods with a particular place, but rather with a particular source. *Resorts of Pinehurst, Inc. v. Pinehurst Nat'l Corp.*, 148 F.3d 417, 421 (4<sup>th</sup> Cir.1998); *Boston Beer Co. Ltd. P'ship v. Slesar Bros. Brewing Co., Inc.*, 9 F.3d 175, 181 (1<sup>st</sup> Cir.1993) (rejecting a claim of secondary meaning for ‘Boston beer’ because most consumers connected the term with beer brewed in Boston). Therefore, if a geographically descriptive term that lacks secondary meaning is trademarked as a result of the applicant's failure to reveal the geographical description to the PTO, or if the applicant makes a material misrepresentation of the term's definition, the trademark registration has been procured by fraud and may be canceled at any time. *See* 15 U.S.C. § 1064(3); *Torres v. Cantine Torresella S.r.l.*, 808 F.2d 46, 48 (Fed.Cir.1986) (defining fraud in the procurement of a trademark registration when the applicant knowingly makes false, material representations of fact in connection with his application) (citations omitted). Fraud in the procurement of a trademark registration provides grounds for cancellation in a civil action. *See Robi v. Five Platters, Inc.*, 918 F.2d 1439, 1444 (9<sup>th</sup> Cir.1990) (affirming the district court's finding that defendant had submitted a false and misleading trademark application, resulting in the cancellation of the trademark based on fraud in the procurement); 15 U.S.C. § 1120.

\*9 It is well established that an applicant for a registration of a trademark has a duty of candor in his communications with the PTO. *T.A.D. Avanti, Inc. v. Phone-Mate, Inc.*, 199 U.S.P.Q. 648, 655

(C.D.Cal.1978); *see also Aromatique, Inc. v. Gold Seal, Inc.*, 28 F.3d 863, 877 (8<sup>th</sup> Cir.1994) (an applicant for a registration owes a “duty of candor” to the PTO); *Orient Express Trading Co., Ltd. v. Federated Dept. Stores, Inc.*, 842 F.2d 650, 653 (2<sup>nd</sup> Cir.1988) (applicant has a duty of “uncompromising candor” to the PTO). Consequently, there is no presumption of validity attached to a PTO registration where pertinent information is not presented to the PTO. *T.A.D. Avanti*, 199 U.S.P.Q. at 655. Fraud arises, therefore, not only where the applicant makes false statements, which is clear with respect to Rhee Bros.' 1987 trademark registration, but also where the applicant fails to make full disclosure of all material facts, which is clear with respect to the later registration.

In its first trademark application in 1986, Rhee Bros. did not inform the PTO of Soon Chang's geographical identity nor did it mention Soon Chang's association with high quality gochujang. Instead, Rhee Bros. represented that Soon Chang meant “pure spear.” Daesang's unrebutted expert witness testimony, fully credited here, and Mr. Rhee's demonstrated knowledge at the time, of Soon Chang's fame for high quality gochujang, make clear that “pure spear” is not only grammatically and syntactically incorrect, but also affirmatively misleading as to Soon Chang's goods-place association with gochujang.<sup>FN6</sup> Although Rhee Bros.' 1987 trademark registration, which was canceled in 1994 due to Rhee Bros.' failure to file a Section 8 affidavit, is not the trademark at issue in the instant case, the context in which it was obtained is highly probative of the fraudulent circumstances surrounding the registration of the instant trademark.

FN6. Mr. Rhee testified at trial that he was aware as far back as the late 1970s, when he first began selling gochujang, of a gochujang manufacturing company called Tobaki Soon Chang Sikpum located in Soon Chang, South Korea. *Tr.* at 151-52.

It is clear from the evidence presented at trial that



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Soon Chang is, and has been for centuries, famous for its high quality gochujang among Korean consumers, and that Rhee Bros. knew this at all relevant times. The primary purchasers of gochujang in the United States, by orders of magnitude, are persons of Korean origin, and as far back as 1978, Rhee Bros. had knowledge of Soon Chang's fame for high quality gochujang.<sup>FN7</sup>

FN7. Mr. Rhee's trial testimony, Rhee Bros.' advertisements that emphasize Soon Chang's traditional way of producing gochujang, and Mr. Rhee's direct reliance on a book describing the 35 year history of Korean bean paste, constitute compelling evidence of Rhee Bros.' timely knowledge of Soon Chang's fame for high quality gochujang.

Mr. Rhee's testimony lacks credibility with regard to his alleged ignorance of Soon Chang's fame for high quality gochujang at the time he applied for the instant trademark in 1996. The fact that Rhee Bros. filed a letter of protest in September 1996 with the PTO in connection with Daesang's trademark applications for a mark with the term "Soon Chang" establishes Rhee Bros.' knowledge of the goods-place association between Soon Chang and gochujang. The letter claimed that Daesang's mark was not only identical to the mark Rhee Bros. was attempting to register, but that the term Soon Chang is geographically descriptive and "the public association with Soon Chang is presumed." *Plf. Exh. 66*. Rhee Bros.' September 1996 letter of protest was filed a full year prior to the Ahn application, in which Rhee Bros. admitted that Soon Chang is the name of a town in Korea and thereby materially omitted disclosure of the goods-place association between Soon Chang and gochujang. It is at best disingenuous for Rhee Bros. to admit this material information in connection with its challenge to a competitor's attempts at trademarking Soon Chang, only to claim ignorance of the fact as to Soon Chang's geographical descriptiveness in its own trademark application.

**\*10** Rhee Bros. did indeed have knowledge of Soon Chang's geographical descriptiveness at the time of its initial application with the PTO in August 1996 for the mark *sub judice*. Furthermore, Mr. Rhee was cognizant of his lawyers' representations in the trademark applications. The Amberly application filed in 1994 made absolutely no mention of Soon Chang's geographical identity as a province in South Korea or of the goods-place association between Soon Chang and high quality gochujang until September 1997, when Amberly stated that Soon Chang is a region in South Korea that is famous for sauces. However, Amberly affirmatively stated that there is no goods-place association for the mark in the U.S. despite the fact that a majority of U.S. consumers are of Korean origin and indeed are familiar with Soon Chang's reputation for gochujang.

The Ahn application, which resulted in the instant mark, stated in July 1997 that Soon Chang is the name of a town located in Korea, but did not mention Soon Chang's fame for high quality gochujang. This material omission, in combination with all the evidence in the record, points to Rhee Bros.' fraudulent intent in concealing this highly relevant information from the PTO. *See Aromatique*, 28 F.3d at 877-78 (noting that proof of false statements made to, or that facts were withheld from, the PTO is not enough to show fraud for purposes of canceling a mark because of a party's fraudulent conduct, but rather there must be a showing that the applicant intended to mislead the PTO); *Orient Express Trading*, 842 F.2d at 653 (noting that the allegedly fraudulent statements may not be made in mere error or inadvertently, but must indicate a "deliberate attempt to mislead the PTO") (citing *The Money Store v. Harriscorp Finance, Inc.*, 689 F.2d 666, 670 (7<sup>th</sup> Cir.1982)). In this case there was no "mere error." <sup>FN8</sup>

FN8. Tellingly, neither of the lawyers who represented Rhee Bros. in procuring the registrations of the mark was called as a witness by Rhee Bros.

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Given the plethora of evidence establishing Soon Chang's fame for high quality gochujang and Rhee Bros.' knowledge of such, Rhee Bros.' duty of candor with regard to the instant trademark clearly included a duty to disclose the goods-place association between Soon Chang and gochujang. Merely stating that Soon Chang is a town in Korea is simply insufficient to satisfy Rhee Bros.' duty to make a full disclosure as to all relevant facts of which it had knowledge bearing on the PTO's decision to grant the registration. See *T.A.D.*, 199 U.S.P.Q. at 656. Had Rhee Bros. disclosed the material fact of Soon Chang's fame for gochujang and that Rhee Bros.' gochujang was not produced in Soon Chang, the PTO would certainly have denied the registration on the ground that this association rendered the mark deceptive and primarily geographically deceptively misdescriptive. See *Robi*, 918 F.2d at 1444 (submission of false affidavit to the PTO by applicant is grounds for cancellation of a trademark registration); *Skippy, Inc. v. CPC Int'l, Inc.*, 674 F.2d 209, 216 (4<sup>th</sup> Cir.1982) (same).

## 2. Rhee Bros. Has Not Met Its Burden of Showing Secondary Meaning for the Geographically Descriptive Term "Soon Chang"

\*11 Even if I were to find that Rhee Bros. did not obtain the instant trademark by actual fraud, Rhee Bros. nevertheless has failed to show secondary meaning in the otherwise unprotected geographically descriptive term "Soon Chang." Because Soon Chang is not inherently distinctive, the law requires that Rhee Bros. achieve secondary meaning to qualify for legal protection. *Resorts of Pinehurst*, 148 F.3d at 421 (defining secondary meaning as the public's association of the goods with a particular source as opposed to a particular place). A geographically descriptive term lacks secondary meaning if it still primarily denotes a geographic area, as opposed to a single source. *Burke-Parsons-Bowlby*, 871 F.2d at 595.

"Proof of secondary meaning entails vigorous evidentiary requirements." *Perini Corp. v. Perini Con-*

*struction, Inc.*, 915 F.2d 121, 125 (4<sup>th</sup> Cir.1990) (quoting *Thompson Medical Co., Inc. v. Pfizer, Inc.*, 753 F.2d 208, 217 (2d Cir.1985)). In order to establish secondary meaning in a geographically descriptive term like "Soon Chang," Rhee Bros. must produce evidence that it has used the name substantially exclusively so that the public no longer associates the goods with a particular place, but rather with a particular source. *Resorts of Pinehurst*, 148 F.3d at 421. The Fourth Circuit considers the following factors in determining whether secondary meaning exists: (1) advertising expenditures; (2) consumer studies linking the mark to a source; (3) sales success; (4) unsolicited media coverage of the product; (5) attempts to plagiarize the mark; and (6) the length and exclusivity of the mark's use. *U.S. Search, LLC v. U.S. Search.com, Inc.*, 300 F.3d 517, 525 (4<sup>th</sup> Cir.2002); *Perini*, 915 F.2d at 125.

Rhee Bros. produced scant evidence of advertising expenditures, no consumer surveys, no evidence of unsolicited media coverage, and no indication that it has ever used a ® or ® symbols with the term "Soon Chang." Accordingly, I conclude that Rhee Bros. failed to meet the requisite evidentiary standard to support a finding that its continuous production of gochujang using the term "Soon Chang" has established secondary meaning, thus replacing any pre-existing goods-place association among the relevant community of U.S. consumers.

## 3. The Use of Soon Chang on Rhee Bros. Products is Deceptive and Geographically Deceptively Misdescriptive

For the above reasons, Rhee Bros.' trademark in "Soon Change" shall be canceled because the term, as used on Rhee Bros.' products, has been deceptive and geographically deceptively misdescriptive. Words used deceptively on labels or packaging are not subject to trademark protection under the common law or by statute. *Clinton E. Worden & Co. v. California Fig Syrup Co.*, 187 U.S. 516, 528, 23 S.Ct. 161, 47 L.Ed. 282 (1903); 15 U.S.C. §§

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1052(a), 1052(e)(3). A mark that affirmatively deceives consumers is deceptive and is not entitled to protection. 15 U.S.C. 1052(a); *In re California Innovations, Inc.*, 329 F.3d 1334, 1336 (Fed.Cir.2003).

**\*12** A mark consists of, or comprises, deceptive matter where: (1) the term is misdescriptive of the character, quality, function, composition, or use of the goods; (2) prospective purchasers are likely to believe that the misdescription actually describes the goods; and (3) the misdescription is likely to affect the decision to purchase. *In re Budge Mfg. Co., Inc.*, 857 F.2d 773, 775 (Fed.Cir.1988). Deceptive trademarks which are registered may be canceled at any time. 15 U.S.C. 1064(3); *Am. Speech-Language-Hearing Ass'n v. Nat'l Hearing Aid Soc'y*, 224 U.S.P.Q. 798, 808-11 (T.T.A.B.1984) (registration canceled under § 2(a)). Similarly, a mark is geographically deceptively misdescriptive if it satisfies three factors: (1) the primary significance of the mark must be a generally known geographic location; (2) the consuming public must be likely to believe the place identified by the mark indicates the origin of the goods bearing the mark, when in fact the goods do not come from that place; and (3) the misrepresentation is a material factor in the purchasing decision. *California Innovations*, 329 F.3d at 1341-42.

Examples of deceptive trademarks include LOVEE LAMB used to describe automobile seat covers made from synthetic fibers and SILKEASE for women's blouses made from polyester. In both cases, the courts held the trademarks to be deceptive because they falsely implied the product was made from lamb or sheepskin or silk, respectively. *Budge Mfg.*, 857 F.2d at 775; *In re Shapely, Inc.*, 231 U.S.P.Q. 72, 75 (T.T.A.B.1986) ("an appreciable number of women would be apt to believe the representation that appellant's garments are made, at least, in part of silk fibers").

In the case *sub judice*, the evidence demonstrates that Soon Chang is a geographical region in Korea. Like "Maine lobsters" or "Sheffield steel," "Soon

Chang gochujang" has long been known as a product having certain qualities and characteristics affected by the climate, ingredients, and other conditions found in that part of Korea. Daesang's experts, as well as Mr. Rhee himself, admitted that Soon Chang has been renowned for its high quality gochujang for centuries. Therefore, use of the term "Soon Chang" on a label for gochujang evokes in the mind of the relevant consumers images of the region in Korea and suggests that the gochujang is of a certain quality. Advertisements and packaging for Rhee Bros. gochujang specifically reference the history and fame of Soon Change, Korea.

Rhee Bros.' gochujang is not produced in Soon Change.<sup>FN9</sup> Accordingly, consumers are likely to be misled by the deceptive use of Soon Change on Rhee Bros.' labels for gochujang, and that deception is likely to affect the purchasing decisions of consumers. Consequently, Rhee Bros. is not entitled to trademark protection for the term "Soon Change." *California Fig Syrup*, 187 U.S. at 528 ("Where any symbol or label claimed as a trademark is so constructed or worded as to make or contain a distinct assertion which is false, no property can be claimed on it, or, in other words, the right to the exclusive use of it cannot be maintained.").

FN9. Although Rhee Bros. admits its gochujang was not imported from Soon Chang in past years, the company recently began importing its gochujang from Soon Chang only months before the trial. Such a litigation tactic does not negate the fact that Rhee Bros.' gochujang, for the most part, is not produced in Soon Change.

**B. Rhee Bros. Is Not Liable for Tortious Interference With Daesang's Business Relations and Prospective Economic Advantage**

**\*13** In Maryland, a claim for tortious interference with business relations arises from a defendant's wrongful and unjustified interference with another's contract or economic relations. "[A] third party

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who, without legal justification, intentionally interferes with the rights of a party to a contract, or induces a breach thereof, is liable in tort to the injured contracting party.” *Wilmington Trust Co. v. Clark*, 289 Md. 313, 424 A.2d 744, 754 (Md.1981). A third party can also be held liable where, “absent a breach of contract, there is malicious or wrongful interference with an economic relationship.” *Ronald M. Sharrow, Chartered v. State Farm Mutl. Auto. Ins. Co.*, 306 Md. 754, 511 A.2d 492, 497 (Md.1986). The term “economic relationship” includes a non-contractual business relation or prospective contractual relation. See *Natural Design, Inc. v. Rouse Co.*, 302 Md. 47, 485 A.2d 663, 674 (Md.1984) (determining that a landlord-defendant's threats to stop dealing with two manufacturers who had dealt with the tenant-plaintiff resulted in the manufacturers' cessation of doing business with the plaintiff and thus constituted a tortious interference with economic relations).

To establish a claim for tortious interference with economic relationship, a plaintiff must “prove both a tortious intent and improper or wrongful conduct.” *Macklin v. Robert Logan Assocs.*, 334 Md. 287, 639 A.2d 112, 119 (Md.1994); see *Audio Visual Assocs., Inc. v. Sharp Elec. Corp.*, 210 F.3d 254, 261 (4<sup>th</sup> Cir.2000) (requiring intentional and wilful acts calculated to cause damage to the plaintiffs in their lawful business done with the unlawful purpose to cause such damage and loss, without right or justifiable cause on the part of the defendants and actual damage and loss resulting) (citing *Alexander & Alexander, Inc. v. B. Dixon Evander & Assocs., Inc.*, 336 Md. 635, 650 A.2d 260, 269 (Md.1994)). A plaintiff may prove tortious intent by showing that the defendant intentionally induced termination of the economic relation to inflict harm on the plaintiff or to benefit the defendant at the plaintiff's expense. *Macklin*, 639 A.2d at 119. Improper or wrongful conduct may also be established by showing that the defendant instituted or threatened groundless civil suits in bad faith. *Id.* To be actionable, the wrongful conduct must cause the destruction of the business relationship which was

the target of the interference. *Medical Mutual Liability Soc. of Md. v. B. Dixon Evander and Assocs., Inc.*, 339 Md. 41, 660 A.2d 433, 439 (Md.1994).

Daesang's tortious interference claim arises out of Rhee Bros.' efforts in 2001 to enforce the mark at issue against Seoul Shik Poom and Han Ah Reum, major distributors of Daesang's gochujang products. A trademark holder has the right to defend itself against infringement and to warn purchasers from the alleged infringer so as to caution the purchasers as to their own liability. *Spangler Candy Co. v. Crystal Pure Candy Co.*, 235 F.Supp. 18, 32 (N.D.Ill.1964); see *U.S. Galvanizing & Plating Equip. Corp. v. Hanson-Van Winkle-Munning Co.*, 104 F.2d 856, 862 (4<sup>th</sup> Cir.1939) (sending out notices of patent infringement in good faith and without intent to harass plaintiff's customers could hardly be said to be unfair competition). The trademark holder's right to warn others of infringement suits is not dependent on the validity of the trademark so long as the holder believes in good faith that his claims are valid. *Spangler Candy*, 235 F.Supp. at 33. As a result, numerous courts have routinely rejected tortious interference and unfair competition claims based on good faith efforts to enforce intellectual property rights.<sup>FN10</sup> Therefore, the determinative question before this court is whether Daesang has established by a preponderance of the evidence that Rhee Bros. doubted the validity of its trademark, and thus acted in bad faith in filing suit against Seoul Han Ah Reum.<sup>FN11</sup> Additionally, Daesang must prove that Rhee Bros.' trademark enforcement suit caused the destruction of, or compensable harm to, the business relationship between Daesang and Han Ah Reum.

FN10. See *Eurotech, Inc. v. Cosmos European Travels Aktiengesellschaft*, 189 F.Supp.2d 385, 390-91 (E.D.Va.2002); *Kemp v. Tyson Foods, Inc.*, No. CIV 96-173 JRT/RLE, 2001 WL 391552, at \*7 (D.Minn. March 31, 2001); *Am. Broad Co. v. Maljack Prods., Inc.*, 34 F.Supp.2d 665, 673-76 (N.D.Ill.1998); *Golden Gulf Corp.*

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*v. Jordache Enters., Inc.*, 896 F.Supp. 337, 340 (S.D.N.Y.1995); *Heinz v. Frank Lloyd Wright Found.*, 762 F.Supp. 804, 807-08 (N.D.Ill.1991); *Blue Cross & Blue Shield Ass'n v. Group Hospitalization & Med. Servs., Inc.*, 744 F.Supp. 700, 718 (E.D.Va.1990); *Grotian, Helfferich, Schulz, Th. Steinweg Nachf. v. Steinway & Sons*, 365 F.Supp. 707, 720 (S.D.N.Y.1973); see also *On Command Video Corp. v. Columbia Pictures Indus., Inc.*, 764 F.Supp. 1372, 1374 (N.D.Cal.1991) (noting that "[c]ourts routinely uphold good faith notifications to nonparties of intellectual property claims").

FN11. Daesang limits its claim for tortious interference as it relates to the economic activity between itself and Han Ah Reum.

**\*14** As explained below, I conclude that Daesang has not established by a preponderance of the evidence that Rhee Bros. acted tortiously in filing its trademark infringement suit against Han Ah Reum. Moreover, it was Han Ah Reum's independent decision to settle with Rhee Bros., as well as Daesang's failure to timely intervene in the suit, as opposed to Rhee Bros.' attempts to enforce its mark, that caused harm to Daesang's economic relations with Han Ah Reum. Thus, Daesang's tortious interference claim fails.

At the time of the suit against Han Ah Reum in 2001, Rhee Bros. had owned the instant mark for three years. Prior to the registration of the mark, Rhee Bros. owned an identical mark from 1987 until 1994. Rhee Bros. was one of the first companies to use brand names and labels on the packaging of imported foods, which included the term Soon Chang on its gochujang products dating as far back as 1978. Daesang's evidence of competitor use of Soon Chang on gochujang labels dates back to the early 1990s. Therefore, from the late 1970s until the early 1990s, Rhee Bros.' Soon Chang gochujang products may very well have been the only go-

chujang products in the U.S. Korean foods market. Mr. Rhee testified that he genuinely believed, albeit mistakenly, that gochujang consumers associated the term Soon Chang with his gochujang due to the longevity of his products' presence in the Korean food market in the U.S. *Rhee Dep. at 59-60.*

As I previously stated, I do not credit Rhee Bros.' denial of knowledge regarding Soon Chang's reputation for high quality gochujang for purposes of determining the validity of the instant trademark. However, I do not find that Mr. Rhee had utterly no basis to believe that his products had created secondary meaning to replace the goods-place association of Soon Chang gochujang. The lack of secondary meaning evidence arises from Rhee Bros.' failure to disclose the goods-place association of Soon Chang to the PTO, and thus the PTO failure to request evidence of secondary meaning in the instant trademark (although it did request it in response to the refiled Amberly application). These circumstances do not show, notwithstanding my conclusion, that Rhee Bros. was convinced that secondary meaning did not exist or could not be shown. See *Macklin*, 639 A.2d at 119 ("whether particular conduct is proper or improper is a factual question to be determined on the basis of all the facts and circumstances") (citing *Natural Design*, 485 A.2d at 675).

Furthermore, Rhee Bros.' suit to enforce its mark, irrespective of the mark's validity or Rhee Bros.' belief in its validity, was not a proximate cause of harm to Daesang's economic relationship with Han Ah Reum. In order to succeed on a wrongful interference action, Daesang must prove that Rhee Bros.' wrongful act, e.g. the trademark infringement suit, caused the destruction of the business relationship between Daesang and Han Ah Reum. *Medical Mutual Liability*, 660 A.2d at 439. Daesang alleges that but for this lawsuit, Daesang's Chapssal and Chal Soon Chang gochujang products would still be sold in Han Ah Reum's supermarkets.<sup>FN12</sup> However, this contention fails to appreciate Han Ah Reum's independent decision

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to settle the suit rather than challenge it in court. It was Han Ah Reum's decision to agree to the Settlement Agreement and Consent Decree, with the assistance of competent counsel, that led to the removal of Daesang's products from Han Ah Reum's shelves. Han Ah Reum's decision to settle came about after its attorneys had more than a year to assess Rhee Bros.' claims, take discovery, and engage in settlement discussions with Rhee Bros.' counsel. *Plf. Exh. 35*. If the suit was indeed as groundless as Daesang alleges, Han Ah Reum would have refused to settle and continued to sell Daesang's gochujang products.

FN12. The consent decree and settlement agreement with Han Ah Reum prohibits only the sale of Soon Chang Chopssal and Chal gochujang. *Plf. Exhs. 45, 75*.

**\*15** Equally telling, Daesang could have intervened in the lawsuit as a means of protecting its rights rather than wait two years to file this suit. A timely intervention would likely have prevented the harm to Daesang's economic relations with Han Ah Reum and, more importantly, would have exposed the groundlessness in the suit, if it was indeed as groundless as Daesang alleges. Therefore, as a matter of fact and law, Han Ah Reum's independent decision to settle the litigation, along with Daesang's failure to intervene in the suit, was the proximate cause of Daesang's injury in no longer having Daesang Chapssal Soon Chang and Chal Soon Chang gochujang products sold in Han Ah Reum stores.

C. This is not an Exceptional Case, and Thus, Plaintiff's Request for Attorney's Fees and Costs Shall be Denied

Section 35(a) of the Lanham Act provides that a court may award attorney's fees to the prevailing party in "exceptional cases." 15 U.S.C. § 1117(a). An award of attorney's fees is equally available to prevailing plaintiffs and defendants. *The Scotch Whisky Ass'n v. Majestic Distilling Co., Inc.*, 958 F.2d 594, 599 (4<sup>th</sup> Cir.1992) (noting that a finding

of bad faith on the part of a plaintiff is not necessary for a prevailing defendant to prove an "exceptional" case, yet a prevailing plaintiff must show the defendant acted in bad faith). A case is exceptional when the conduct of the losing party is "malicious, fraudulent, deliberate, and willful." *Id.* at 600. Other factors to be considered in determining whether a case is exceptional include economic coercion, groundless arguments, and failure to cite controlling law. *Ale House Mgmt., Inc. v. Raleigh Ale House, Inc.*, 205 F.3d 137, 144 (4<sup>th</sup> Cir.2000).

A defendant may be awarded attorney's fees where the plaintiff fraudulently obtains federal trademark registrations "for the purpose of instituting vexatious litigation" and causes defendants to incur significant costs in defending against it. *Orient Express Trading, Co., Ltd. v. Federated Dep't Stores, Inc.*, 2 U.S.P.Q.2d 1106, 1119 (S.D.N.Y.), *modified in part on recons.*, 3 U.S.P.Q.2d 1387 (S.D.N.Y.1987). However, the good faith, but ultimately unsuccessful, assertion of a questionable claim or controversial legal theory does not suffice to warrant an award of attorney's fees, even if it turns out to be expensive for the prevailing party. *People for Ethical Treatment of Animals v. Doughney*, 263 F.3d 359, 370 (4<sup>th</sup> Cir.2001) (concluding that defendant who had acted in "bad faith" for purposes of the Anticybersquatting Consumer Protection Act was not liable for attorney's fees because the conduct did not rise to the level of "malicious, fraudulent, willful or deliberate" because defendant had a genuine belief that he had a right to use the mark). Consequently, courts often focus on the plaintiff's litigation conduct or pre-litigation assertion of rights and view the plaintiff's assertion of rights as a whole as opposed to looking at "snippets" of the record. *Retail Svcs., Inc. v. Freebies Publ'g*, 364 F.3d 535, 551 (4<sup>th</sup> Cir.2004).

**\*16** Despite my finding that Rhee Bros.' mark is invalid, I do not find that Rhee Bros.' attempts to enforce its mark were attended with the level of malice and bad faith required to qualify this case as "exceptional." As I stated previously, Rhee Bros.

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has not acted wholly without a colorable basis to have believed, although mistakenly, that its Soon Chang mark was valid; i.e., the longevity of its gochujang product sales in the U.S.<sup>FN13</sup> Although Mr. Rhee's incredible testimony <sup>FN14</sup> seriously undermines his claims of ignorance regarding Soon Chang's goods-place association with gochujang, it is not categorically unreasonable for an entrepreneur whose products have pervaded the U.S. market for 15 years to believe that his product name has created secondary meaning to the goods-place association.

FN13. Daesang has failed to rebut Rhee Bros.' evidence of its exclusive and continuous use of Soon Chang for gochujang products sold in the United States from 1978 to 1992. *Tr. At 158*.

FN14. Mr. Rhee's reliance on *A 35 Year History of Bean Paste Association* and his underlining of the section identifying Soon Chang's fame for gochujang attests to his knowledge of such facts. *Tr. at 218-19, 144-48*. Moreover, Rhee Bros.' advertisements of their Soon Chang gochujang products referred to "Soon Chang, the historical traditional way of the past, the way it was before," referring to a period when Soon Chang was homemade for many centuries prior to the industrialization of the production process. *Plf. Exhs. 99-100*. Mr. Rhee was also aware as far back as the late 1970s of a company named Tobaki Soon Chang Sikpum located in Soon Chang, Korea, that manufactured gochujang. *Tr. At 151-52*.

Moreover, Rhee Bros.' attempt to enforce the trademark against others, including Han Ah Reum and Seoul Shik Poom, undermines Daesang's allegations that Rhee Bros.' enforcement effort against Daesang was malicious or vexatious. Rhee Bros. did not target Daesang by overlooking every other competitor using Soon Chang on its gochujang labels.<sup>FN15</sup> Notably, Rhee Bros.' suit against Han Ah

Reum resulted in a settlement agreement voluntarily entered into by Han Ah Reum. The willingness of a sophisticated corporation, equipped with competent counsel, to settle a trademark infringement claim undermines Daesang's claim that Rhee Bros.' contentions in defending its mark were completely groundless. Finally, Rhee Bros. received its first trademark for Soon Chang in 1987 and applied for a second registration in 1994 in consequence of its former lawyer's failure to file a Section 8 affidavit, causing the first to be cancelled. Therefore, Rhee Bros. did not obtain a trademark for the sole purpose of instituting vexatious litigation against Daesang.

FN15. A trademark owner need not prosecute *every* infringer, as long as the owner is reasonably diligent in his enforcement efforts. *Quality Inns Int'l, Inc. v. McDonald's Corp.*, 695 F.Supp. 198, 214 (D.Md.1988); J. Thomas McCarthy, *Trademarks and Unfair Competition* § 17:17 (4<sup>th</sup> ed.2004).

Upon my consideration of the factual record in its entirety, I do not find this case to be "exceptional" as defined in 15 U.S.C. § 1117(a), and thus I shall deny Daesang's request for attorneys' fees and costs.

### III. CONCLUSION

On the basis of the findings and conclusions set forth above, an Order shall issue declaring: (1) Daesang's use of Soon Chang or its Korean equivalent does not constitute trademark infringement, dilution, or unfair competition, and does not violate any state or federal laws or common laws; (2) Daesang's use of Soon Chang is fair use within the meaning of 15 U.S.C. § 1115(b)(4) and creates no likelihood of confusion; (3) Rhee Bros. has never established any trademark or exclusive rights in the geographical name Soon Chang (its alleged mark) because as this name is used by Rhee Bros., (a) it is deceptive and thus barred from protection under 15 U.S.C. § 1052(a); (b) it is primarily geographically

Not Reported in F.Supp.2d  
Not Reported in F.Supp.2d, 2005 WL 1163142 (D.Md.), 77 U.S.P.Q.2d 1753  
**(Cite as: Not Reported in F.Supp.2d, 2005 WL 1163142 (D.Md.))**

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deceptively misdescriptive and thus barred from protection under 15 U.S.C. § 1052(e)(3); and (4) enjoining Rhee Bros. from interfering with Daesang's use of Soon Chang on gochujang products manufactured in Soon Chang.

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Daesang Corp. v. Rhee Bros., Inc.  
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THIS OPINION IS NOT A  
PRECEDENT OF THE TTAB

Mailed:  
18 December 2007  
AD

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Trial and Appeal Board

Febal Cucine, S.p.A.  
v.  
Mariner Ventures, Inc.

Cancellation No. 92042704

William J. Sapone of Coleman Sudol Sapone P.C. for Febal  
Cucine, S.p.A.

Thomas E. Toner of Smith & Hopen, P.A. for Mariner Ventures,  
Inc.

Before Drost, Kuhlke, and Mermelstein, Administrative  
Trademark Judges.

Opinion by Drost, Administrative Trademark Judge:

On November 28, 2000, respondent, Mariner Ventures,  
Inc., was issued Registration No. 2408536 for the mark FEBAL  
U.S.A., in typed or standard character form, for household  
furniture; kitchen furniture, namely, kitchen cabinetry in  
Class 20. The registration is based on an application filed  
November 29, 1999, and it contains a disclaimer of the term  
"U.S.A." Affidavits under Sections 8 and 15 have been  
accepted or acknowledged.

Cancellation No. 92042704

On April 3, 2001, respondent was issued a second registration (No. 2439999) for the mark shown below for the same goods with the term "USA" disclaimed. The registration is based on an application filed March 30, 1999. Affidavits under Section 8 and 15 have also been accepted or acknowledged.



On November 17, 2003, Febal Cucine, S.p.A. (petitioner) filed a petition to cancel respondent's registrations on the ground that:

2. Petitioner is the owner of European Community Trademark Registration No. 001132877 for FEBAL...

4. Petitioner, on or about January 1999, entered into discussions with Mr. Ricky Wingate and Mr. Paolo Della Casa concerning distribution of petitioner's Italian kitchen furniture and cabinets in the United States, through a company to be known as "Febal USA LLC."

5. A distribution agreement was prepared and was executed...

6. Unbeknownst to petitioner, upon information and belief, during discussions with petitioner, Mr. Della Casa and Mr. Wingate arranged through a separate company, Mariner Ventures, Inc., located at the same address as the proposed "Febal USA LLC," to apply for the above-referenced trademark registrations, knowing the petitioner to be the true owner of the mark "FEBAL," the application papers signed by "Sally N. Sawh, Secretary," who, upon information and belief, is the wife of Mr. Della Casa.

7. In filing and prosecuting the applications leading to the issued registrations, fraudulent misrepresentations were made as to the owner of the trademark FEBAL, for kitchen furniture and cabinets.

8. Among other things, to secure the registration, the registrant submitted a magazine, featuring photographs of Mr. Wingate and Mr. Della Casa, with a picture of a kitchen containing petitioner's kitchen products.

9. Upon information and belief, registrant fraudulently claimed ownership in the mark FEBAL USA knowing the mark FEBAL, was owned and used by petitioner, and concealing that fact from the Trademark Office.

Petition to Cancel at 2-3.

Respondent has denied the salient allegations of the petition to cancel.

#### The Record

The record consists of the following items:

1. The files of the involved registrations;
2. The trial testimony declaration submitted by stipulation of petitioner's managing director, Marco Zanotti, with exhibits; and
3. The parties' notices of reliance on answers to interrogatories, admissions, and requests for documents and a third-party registration (No. 1885795).

#### Background

Petitioner argues that respondent's trademark registrations (Nos. 2408536 and 2439999) "were procured by fraud and should be cancelled." Brief at 8. Specifically, petitioner maintains that:

There was a distribution agreement that specified that the distributor would not have any rights in the FEBAL trademark. Ms. Sawh, a member of Febal USA, the designated distributor, thus had a duty not to file or register the mark FEBAL in the name of Febal USA, or any other entity. To do so, without disclosing the distributor relationship was fraud.

But that is not the only fraudulent act. Ms. Sawh claimed ownership of the mark FEBAL USA, which she knew to be false, and failed to identify the significance of the term FEBAL in the relevant trade. She also allowed photographs of the Febal Cucine kitchens to be presented to the [e]xamining attorney representing they showed "applicant[']s products," when they were the products of Febal Cucine.

Even the initial drawing submitted was of a copy of the Febal Cucine style FEBAL mark, with the letters U.S.A. added by hand. A clearer case of fraud would be difficult to conceive.

Brief at 15-16.

In response, respondent argues:

Even assuming all facts favorable to Petitioner, including *arguendo* that the exclusive distribution agreement was effective at the time the declaration was signed, Section 7.1 of the exclusive distribution agreement clearly states:

The distribution task under this agreement is given to [Registrant] for the territory of the US; for said territory [Registrant] shall have *exclusive rights* (Emphasis added)

The exclusive right to use a name in the United States provides a reasonable belief that, to the best of ones knowledge, that no other person, firm, corporation or association would have the right to use the subject mark in commerce.

Brief at 13 (punctuation in original).

Furthermore, "Registrant was in fact the owner of the mark based on its applications filed on a bona fide intent to use the marks in commerce. Ownership of trademark rights

in the United States depends solely upon priority of use in the United States, including constructive use under 15 U.S.C. § 1057(c), and not on priority of use anywhere in the world." Brief at 15.

Facts

1. Petitioner has been manufacturing and selling kitchen cabinets, kitchen furniture, and kitchen hardware for more than forty years. Zanutti declaration, ¶¶ 2-3 and Ex. B.

2. Petitioner is the owner of numerous foreign registrations and applications for the mark FEBAL. Zanutti declaration, ¶ 3 and Ex. C. The copies of many of these registrations and applications are often in a foreign language without an English translation. Zanutti Ex. C.

3. In 1998, Paolo Della Casa approached petitioner and suggested that he become petitioner's exclusive distributor. Zanutti declaration, ¶ 8.

4. Petitioner had no United States distributor at that time. Zanutti declaration, ¶ 7.

5. "A verbal agreement was reached in 1998 between Febal Cucine, S.p.a. and Mr. Della Casa, and Febal Cucine S.p.a. started drafting a distribution contract and a company to be set up by Mr. Della Casa, Febal USA, LLC." Zanutti declaration, ¶ 9.

6. Febal U.S.A., LLC was incorporated on March 18, 1999. Zanutti Ex. G.

7. On March 30, 1999, a day before Paola Della Casa signed the exclusive distributor agreement between Febal U.S.A., LLC and petitioner, Mariner Ventures, Inc. (respondent) applied to register the mark FEBAL USA and design with the U.S. Patent and Trademark Office. The application (No. 75672290) is for the mark shown below for household furniture; kitchen furniture, namely, kitchen cabinetry.



8. The next day, March 31, 1999, Paolo Della Casa of Febal U.S.A., LLC signed an agreement to exclusively distribute petitioner's goods in the United States. Zanutti declaration, ¶ 10 and Ex. E (in Italian).

9. Mariner Ventures' intent-to-use application ultimately registered on April 3, 2001. The dates of first use are identified as October 29, 1999.

10. Apparently on April 9, 1999, petitioner filed what would become European Community Registration No. 001132877 (Zanutti Ex. C), for the mark FEBAL for furniture. The registration issued on February 19, 2001.

11. According to petitioner's list of "Trademarks owned by Febal S.p.A. All Over the World" (Zanotti Ex. C), this is the earliest filing date among its trademark filings.

12. On April 26, 1999, Mr. Cavalier Ermanno Ferri signed the English language version of the distribution agreement on behalf of petitioner along with Mr. Della Casa and Mr. Wingate for Febal U.S.A., LLC. Zanotti Ex. F.

13. The parties to the agreement are identified as petitioner and Febal U.S.A., LLC, represented by Paolo Della Casa and Ricky Wingate. Zanotti Ex. F.

14. Clause 11.2 of the agreement provides:

The DISTRIBUTOR shall not utilize in any way, including the registration or deposit, and shall not allow the utilization in any way, including the registration or deposit, both the business name or sign of FEBAL, and any distinguishing name, patent, trademark, logo, mark, model or drawing, whether or not registered and/or deposited, or any other industrial or intellectual property right invented or know-how relating to the PRODUCTS or procedures owned by, or invented or developed by or in the name of FEBAL, without the latter's previous written consent.

Zanotti Ex. F.

15. On September 1, 1999, in the 75672290 application, Sally N. Sawh filed a "Combined Revocation and Power of Attorney" appointing Anton J. Hopen, Esq. and Ronald E. Smith, Esq. as attorneys for respondent. Ms. Sawh signed the power of attorney as "Secretary Febal U.S.A." not Mariner Ventures, Inc. Zanotti Ex. I.



16. Ms. Sawh is "the wife and lawyer of Mr. Della Casa." Zanutti declaration, ¶ 10.

17. On November 19, 1999, in Serial No. 75672290, respondent/applicant responded to an Office action by submitting "a photo story of Applicant's products in the magazine *Casa & Estilo International*." Zanutti Ex. L.

18. The article does not mention Marine Ventures, but it does mention "Febal-USA." Zanutti Ex. K.

19. On November 29, 1999, respondent filed another U.S. application (No. 75859414) for the mark FEBAL U.S.A., in typed or standard character form.

20. The application identified the dates of first use as October 29, 1999, and the application issued as Registration No. 2408536 on November 28, 2000.

21. On December 23, 1999, Ms. Sawh sent a letter to petitioner alleging that: "You have been in breach of your contract with the clients since June 1999." Zanutti Ex. O.

22. On December 24, 1999, petitioner filed Canadian Application No. 1040824 for the mark FEBAL. It is not clear if the application issued as a Canadian registration. Zanutti Ex. C.

23. Febal U.S.A., LLC, Mariner Ventures Inc., and the Law Offices of Sally N. Sawh, P.A., all identify their

addresses as "1054 Kane Concourse, Bay Harbor<sup>1</sup>, Florida."  
Zanotti Exhibits F at 1, N, and O.

Standing

In *Cunningham v. Laser Golf Corp.*, 222 F.3d 943, 55 USPQ2d 1842, 1844 (Fed. Cir. 2000), the Federal Circuit explained that: "The Lanham Act allows for cancellation of a Principal Register registration by anyone 'who believes that he is or will be damaged ... by the registration.' 15 USCA § 1064 (West 1996 & Supp. 2000); see also *Golden Gate Salami Co. v. Gulf States Paper Corp.*, 51 CCPA 1391, 332 F.2d 184, 188, 141 USPQ 661, 664 (CCPA 1964) (quoting and explaining the statute). The party seeking cancellation must prove two elements: (1) that it has standing; and (2) that there are valid grounds for canceling the registration." Therefore, the first issue we must address is whether petitioner has standing.

No absolute test can be laid down for what must be proved to establish standing as a petitioner in a cancellation proceeding or as an opposer in an opposition. The starting point is the statute. Congress has defined the class in section 14 as "any person who believes he is or will be damaged by the registration." (Emphasis added.) In construing comparable language of section 13, this court stated in *Federated Foods, Inc. v. Ft. Howard Paper Co.*, 544 F.2d 1098, 1101, 192 USPQ 24, 27 (CCPA 1976):

A party has standing to oppose within the meaning of § 13 if that party can demonstrate a real interest in the proceeding. *Universal Oil*

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<sup>1</sup> Occasionally, the addresses add the term "Island(s)" and/or "Miami."

*Products Co. v. Rexall Drug and Chemical Co.*, 59  
CCPA 1120, 463 F.2d 1122, 174 USPQ 458 (1972).

The same general statement is applicable to cancellation proceedings. The purpose in requiring standing is to prevent litigation where there is no real controversy between the parties, where a plaintiff, petitioner or opposer, is no more than an intermeddler. Congress, however, has specified a broad class who must be deemed proper litigants. Thus, this court has found standing based on widely diverse interests:

1. importation of petitioner's products deterred by a registration, *Plastilite Corp. v. Kassnar Imports*, 508 F.2d 824, 184 USPQ 348 (CCPA 1975).
2. use of copyrighted appearance of doll, *Knickerbocker Toy Co. v. Faultless Starch Co.*, 467 F.2d 501, 175 USPQ 417 (CCPA 1972).
3. pecuniary interest of trade association, *Tanners' Council of America, Inc. v. Gary Industries, Inc.*, 58 CCPA 1201, 440 F.2d 1404, 169 USPQ 608 (1971).
4. prior registration but not priority in use, *King Candy Co. v. Eunice King's Kitchen, Inc.*, 496 F.2d 1400, 182 USPQ 108 (CCPA 1974).
5. protection of subsidiary's mark, *Universal Oil Products Co. v. Rexall Drug & Chemical Co.*, *supra*.
6. descriptive use of term in registered mark, *Golomb v. Wadsworth*, 592 F.2d 1184, 201 USPQ 200 (CCPA); cert. denied, 444 U.S. 833 (1979).
7. advertising emphasis of American origin, *Singer Manufacturing Co. v. Birginal-Bigsby Corp.*, 50 CCPA 1380, 319 F.2d 273, 138 USPQ 63 (1963).

*Lipton Industries, Inc. v. Ralston Purina Company*, 670 F.2d 1024 213 USPQ 185, 189 (CCPA 1982). See also *Ritchie v. Simpson*, 170 F.3d 1092, 50 USPQ2d 1023 (Fed. Cir. 1999).

Petitioner has not alleged any traditional basis for standing. It is not the owner of a registered trademark nor does it allege that it has been using the mark in United States commerce. Petitioner instead alleges that it is the owner of a European Community Trademark registration and

that it has filed an application to register the mark FEBAL COLLEZIONE BAGNO in the USPTO. Petition to Cancel, ¶¶ 2 and 3. Respondent has admitted these allegations. Answer at 1. Neither of these facts demonstrates petitioner's standing. The simple ownership of a U.S. trademark application, without any indication that the application has been or will be refused registration in view of a registration or a pending application, does not provide a basis for standing. Also, the ownership of a foreign trademark registration does not give a party a license to petition to cancel a U.S. trademark registration or oppose any trademark application. However, if a petitioner's application has been refused registration because of respondent's registration, the petitioner would have standing to petition to cancel. *Lipton Industries*, 213 USPQ at 189 ("Appellee asserts an interest arising from its attempt to obtain a registration for the mark FANCY FIXINS for cat food which is blocked by appellant's registration. We regard the desire for a registration with its attendant statutory advantages as a legitimate commercial interest"). In this case, petitioner has not alleged, much less shown, that its application has been blocked by respondent's registrations. *Id.* at 188 ("A petitioner's allegations alone do not establish standing").

In addition, petitioner's use of its mark in Italy and other countries would not by itself establish standing for

canceling respondent's United States registration. *Person's Co. Ltd. v. Christman*, 900 F.2d 1565, 14 USPQ2d 1477, 1480 n. 18 (Fed. Cir. 1990) ("Although *Person's* did adopt the mark in Japan prior to *Christman's* use in United States commerce, the use in Japan cannot be relied upon to acquire U.S. trademark rights"). Petitioner does not allege priority under Section 44 of the Trademark Act (15 U.S.C. § 1126). *Person's Co.*, 14 USPQ2d at 1479 n. 16 ("The statutory scheme set forth in §44 is in place to lower barriers to entry and assist foreign applicants in establishing business goodwill in the United States. *Person's Co.* does not assert rights under §44, which if properly applied, might have been used to secure priority over *Christman*"). See Petitioner's Responses to Registrant's First Request for Admissions at 3, ¶ 11 (Petitioner's application, No. 78254408, does not claim priority under Section 44).<sup>2</sup>

Thus, at this point, we would ordinarily find that petitioner does not have standing and dismiss the petition to cancel. However, *Person's* suggests that a foreign entity without use in the United States may nonetheless have potential to be damaged by the registration of another

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<sup>2</sup> While not argued, we also point out that it "is well settled that the Trademark Trial and Appeal Board cannot adjudicate unfair competition issues in a cancellation or opposition proceeding." *Person's Co.*, 14 USPQ2d at 1481.

party's mark and thus have standing. The Federal Circuit sets out two examples.

Knowledge of a foreign use does not preclude good faith adoption and use in the United States. While there is some case law supporting a finding of bad faith where (1) the foreign mark is famous here or (2) the use is a nominal one made solely to block the prior foreign user's planned expansion into the United States...

14 USPQ2d at 1480-81.

Petitioner has not submitted evidence that would permit us to conclude that its mark is famous in the United States. See, e.g., *The All England Lawn Tennis Club (Wimbledon) Limited v. Creations Aromatiques, Inc.*, 220 USPQ 1069 (TTAB 1983) ("In our view, opposer has shown that it owns the rights in the term 'WIMBLEDON' for the conducting of the tennis championships held annually in England since opposer licenses the club to present these annual championships. Opposer has also shown that these championships have been widely reported in media circulating in the United States").

However, petitioner has submitted evidence that supports a conclusion that respondent's use was made solely to block petitioner's planned expansion into the United States, which Mr. Della Casa is asserted to have promoted.<sup>3</sup>

In this case, petitioner has submitted evidence showing that it has been in business for over forty years manufacturing and selling kitchen cabinets, furniture, and

hardware. Zanotti dec. at 1. It has registered its mark in numerous countries. Zanotti dec. at 2 and Ex. C.

Petitioner's witness states that petitioner was contacted by Paolo Della Casa requesting that he become petitioner's exclusive distributor. Zanotti dec. at 2. "On March 18, 1999, Mr. Della Casa founded FEBAL USA, Inc., the company on whose behalf he executed the Agreement." Zanotti dec. at 3. Mr. Zanotti (declaration, ¶¶ 16 - 18, paragraph numbers and citation to exhibits omitted) also declared that:

Unbeknownst to Febal Cucine, Mr. Della Casa had arranged through his wife and attorney, Sally Sawh, to set up a company, Mariner Ventures, Inc. at some point during the discussions with Febal Cucine, and using that entity, had already filed a U.S. trademark application seeking to register the mark FEBAL USA, application no. 75/672290, originally filed November 27, 1998, but having an effective filing date of March 30, 1998.

Mariner Ventures has the same address as the Law offices of Sally Sawh, and of Febal USA.

Ms. Sally Sawh signed several papers in the application, including a revocation and change of power of attorney form on September 1, 1999, as Secretary of Febal USA, though Febal USA was not the applicant.

We add that even if the facts of this case did not exactly fit the Person's example, they nonetheless convince us that petitioner has standing. The evidence supports petitioner's standing inasmuch as petitioner has shown that it has marketed its goods in numerous countries, it was

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<sup>3</sup> We note that to have standing, petitioner does not have to establish that it will prevail on its substantive claim, it must simply establish that it will be damaged.

interested in expanding into the United States, and that it entered into an agreement with Febal U.S.A., LLC, while at the same time, a related entity filed a trademark application for the mark FEBAL USA and design. Petitioner is likely to suffer damage to the extent that its expansion into the United States for its FEBAL goods is likely to suffer as a result of respondent's two FEBAL USA registrations. Even a foreign manufacturer who was assumed not to own the mark in the United States was presumed to have standing to oppose the registration of the mark to an unauthorized party. See, e.g., *Compania Insular Tabacalera, S. A. v. Camacho Cigars, Inc.*, 167 USPQ 299, 302 n.1 (TTAB 1970) ("But, even assuming arguendo that there could possibly be any question as to whether opposer was the owner of the mark in this country, as the manufacturer of the goods and the exporter of 'DON MARCOS' cigars to the United States over the years, opposer acquired rights sufficient to possess standing to oppose the registration of the same or a similar mark for like goods. Section 13 gives any person who believes he will be damaged the right to oppose, and damage may well result to such a manufacturer through loss of sales to him in this country as well as to the owner of the mark"). This evidence is enough to establish that petitioner is not a mere interloper and it has standing to petition to cancel respondent's mark.



Objection to Brief

Respondent has objected to petitioner's brief.

Petitioner's trial brief raises allegations of fraud outside the pleadings. Petitioner's claim of fraud is limited to the submission of the magazine article submitted by Registrant during prosecution because it is the only act alleged with sufficient particularity in the Petition to Cancel.

Brief at 8.

Respondent objects to petitioner's reliance on the declarations from respondent's registrations.<sup>4</sup> We overrule respondent's objection. Petitioner's allegation of fraud clearly explains that respondent falsely claimed to be the owner of the FEBAL mark when it filed its applications. Petitioner asserts that it is the owner of the mark. Respondent was on notice that its ownership of the FEBAL marks was being challenged by petitioner. The reference to the publication that respondent submitted was simply petitioner's example of one way that respondent misrepresented its ownership status of the FEBAL USA marks to the Office. In addition, petitioner also alleged that Mr. Della Casa and Mr. Wingate entered into a distributorship agreement to distribute petitioner's goods through Febal USA LLC at the same time that they "arranged through a separate company, Mariner Ventures, Inc.... to apply

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<sup>4</sup> We add that under 37 CFR § 2.122(b)(1) the "file of ... each registration against which a petition or counterclaim for cancellation is filed forms part of the record of the proceeding

for the above-referenced trademark registrations, knowing the petitioner to be the true owner of the mark 'FEBAL.'" Petition to Cancel at 2. Petitioner's allegations of fraud in its petition are much broader than respondent argues and, therefore, we deny respondent's objections to petitioner's brief.

Fraud

We now address the ultimate issue in this case, which is whether respondent committed fraud when it applied to register its two FEBAL USA marks. The board has recently set out the requirements for establishing that fraud has occurred in a trademark application.

Fraud in obtaining a trademark registration occurs "when an applicant knowingly makes false, material representations of fact in connection with his application." *Torres v. Cantine Torresella S.r.l.*, 808 F.2d 46, 1 USPQ2d 1483, 1484 (Fed. Cir. 1986); *Mister Leonard Inc. v. Jacques Leonard Couture Inc.*, 23 USPQ2d 1064, 1065 (TTAB 1992) ("Thus, according to *Torres*, to constitute fraud on the PTO, the statement must be (1) false, (2) a material representation and (3) made knowingly."). See also *Medinol Ltd. v. Neuro Vasx Inc.*, 67 USPQ2d 1205 (TTAB 2003) ("A Trademark applicant commits fraud in procuring a registration when it makes material representations of fact in its declaration which it knows or should know to be false.").

Fraud must be proven with clear and convincing evidence, and any doubt must be resolved against a finding of fraud. See *Giant Food, Inc. v. Standard Terry Mills, Inc.*, 229 USPQ 955, 962 (TTAB 1986) and cases cited therein. Furthermore, fraud will not lie if it can be proven that the statement, though false,

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without any action by the parties and reference may be made to the file for any relevant and competent purpose."

was made with a reasonable and honest belief that it was true. See *Woodstock's Enterprises Inc. (California) v. Woodstock's Enterprises Inc. (Oregon)*, 43 USPQ2d 1440 (TTAB 1997).

*Standard Knitting Ltd. v. Toyota Jidosha Kabushiki Kaisha*, 77 USPQ2d 1917, 1926 (TTAB 2006).

Petitioner argues that respondent's registrations should be cancelled because:

It is also well established that if the applicant merely distributes or imports goods for the owner of the mark, registration must be refused under § 1 of the Trademark Act, except where 1) there is a parent and wholly owned subsidiary relationship; or 2) if the applicant submits (a) written consent from the owner of the mark to registration in the applicant's name, or (b) written agreement or acknowledgment between the parties that the importer or distributor is the owner of the mark in the United States, or (c) an assignment to the applicant of the owner's rights in the mark as to the United States.

None of the above applies in this case. There was a distribution agreement that specified that the distributor would not have any rights in the FEBAL trademark. Ms. Sawh, as a member of Febal USA, the designated distributor, thus had a duty not to file or register the mark FEBAL in the name of Febal USA, or any other entity. To do so, without disclosing the distributor relationship was fraud.

Brief at 16 (citation omitted).

Petitioner also alleges that the photographs of Febal Cucine kitchens were "presented to the [e]xamining attorney representing they showed 'applicant[']s products,' when they were the products of Febal Cucine." Brief at 15.

Respondent alleges that the exclusive distribution agreement was signed "after Registrant had already filed its first application. The agreement was not executed by both

parties until April 26, 1999, almost a month later. Disagreement between the parties occurred shortly after the agreement was executed. By June of 1999, Petitioner had failed to perform under the terms of the agreement and was in material breach." Brief at 6.

This case is somewhat unusual inasmuch as there are two companies whose actions we must consider. We will begin by looking at the actions of Febal U.S.A., LLC. Then, we will look at the actions of the actual applicant, Mariner Ventures, Inc.

In this case, petitioner is the foreign manufacturer of various items of furniture sold under the FEBAL mark. Mr. Della Casa and Febal U.S.A., LLC sought to distribute these goods in the United States. Febal U.S.A., LLC eventually entered into an exclusive agreement with petitioner to that effect. The case law is clear at this point: "It is settled law that between a foreign manufacturer and its exclusive United States distributor, the foreign manufacturer is presumed to be the owner of the mark unless an agreement between them provides otherwise." *Global Maschinen GmbH v. Global Banking Systems, Inc.*, 227 USPQ 862, 866 (TTAB 1985). See also *Sengoku Works Ltd. v. RMC International Ltd.*, 96 F.3d 1217, 40 USPQ2d 1149, 1151-52 (9th Cir. 1996) ("But in the absence of an agreement between the parties, the manufacturer is presumed to own the

trademark ... Although some courts have suggested that the presumption may be different in the case of foreign manufacturers, frequently the identical standard has in fact been applied, and we see no reason for doing otherwise"); *Hank Thorp, Inc. v. Minilite, Inc.*, 474 F. Supp 228, 205 USPQ 598, 605-606 (D. Del. 1979), quoting McCarthy, *Trademarks and Unfair Competition*, § 16.15 (1973) ("An exclusive U.S. distributor does not acquire ownership of a mark of a foreign manufacturer any more than a wholesaler can acquire ownership of a mark of an American manufacturer merely through the sale and distribution of goods bearing the manufacturer's trademark"); and *Compania Insular Tabacalera*, 167 USPQ at 302 n.1 ("And, where as in this case, the contract, oral or written, setting up the exclusive distributorship in the United States, does not contain an acknowledgement, whether by assignment or otherwise by the manufacturer of the goods abroad, that the trademark it affixes to the goods is the property right of the exclusive distributor in the United States, the foreign manufacturer and exporter will be deemed to be the owner of the mark in this country").

In the exclusive distribution agreement between petitioner and Febal U.S.A., LLC, Clause 11.2 of that agreement specifically prohibited Febal U.S.A., LLC from "the registration ... of FEBAL ... without the latter's previous

Cancellation No. 92042704

written consent." Contrary to respondent's argument, Febal U.S.A., LLC did not have any authority under the distribution agreement to register a mark containing the term FEBAL. The exclusive license agreement makes it clear that Febal U.S.A., LLC had no right to register the FEBAL mark without petitioner's consent, which it did not have. Indeed, the clause provided that Febal USA "not allow the utilization in any way, including the registration ... of FEBAL." This provision would prohibit Febal USA from even assisting Mariner Ventures in any way in obtaining a registration of FEBAL. Also, Clause 11.4, directs that upon "termination of this Agreement, the DISTRIBUTOR shall immediately cease to use in any way said ... logo or marks." Therefore, respondent's alternative argument that the exclusive right to distribute goods bearing a mark provides a reasonable belief to claim ownership of the mark based on this right to use, is contradicted by the very document on which respondent bases its argument. See *Audioson Vertriebs - GmbH v. Kirksaeter Audiosonics, Inc.*, 196 USPQ 453, 457 (TTAB 1977):

[Similar] provisions in the agreements between petitioner and respondent's assignor Kirksaeter in America, Inc., remove any doubt as to the clear intention of the parties pertaining to the trademark rights in the term "KIRKSAETER." The complete silence as to the transfer or assignment of any such rights, and the above-quoted provisions pertaining to the manner of control and the methods of promoting the mark, clearly evidence the intent of the respective parties that all trademark rights in the mark

"KIRKSAETER" were to remain as the property right of petitioner.

See also *Major-Prodotti Dentari-Societa In Nome Collettivo Di Renaldo Giovanni & Figli v. Shimer*, 161 USPQ 437, 438 (TTAB 1968) ("In view of the express provisions of the contract governing the relationships between petitioner and respondent, it is clear that when the agreement expired, any rights which respondent may have had in the mark during the life of the agency immediately reverted to petitioner").

At this point, we conclude that Febal U.S.A., LLC, could not have filed and truthfully asserted that it was the owner of the mark FEBAL USA or that it could obtain a trademark registration for that mark. To have done so would have been a fraud on the Office, because there was no reasonable basis to believe that it owned the mark.

However, Febal U.S.A., LLC did not file the application for the FEBAL USA marks. Mariner Ventures, Inc. is the identified applicant/registrant in both applications. Federal Circuit case law has recognized that there is no absolute bar to an entity with use in the United States registering a trademark despite earlier use of the same mark by a foreign entity outside the United States even if the U.S. entity was aware of the foreign use. *Person's*, 14 USPQ2d at 1480. Thus, under *Persons*, even if Mariner Ventures had seen petitioner's foreign use of the FEBAL mark, it may nonetheless have been able to register the mark

unless the foreign mark was well-known in the United States or it was used to block the planned expansion of the foreign owner into the United States. However, unlike Person's, respondent in this case is not simply an entity that adopted a mark it saw in a foreign country. Petitioner alleges that Mr. Della Casa and Mr. Wingate, who signed the exclusive distribution agreement with petitioner, arranged through respondent to apply for the marks at issue here.

The evidence supports petitioner's argument. First, both Febal U.S.A., LLC and respondent have the identical mailing address. Second, Ms. Sawh attended the meeting on March 31, 1999, in which Mr. Della Casa signed the distribution agreement with petitioner. The distribution agreement acknowledged petitioner's rights in the mark. Subsequently, Ms. Sawh signed respondent's FEBAL USA and design application's amendment to allege use and the FEBAL U.S.A. application in which she asserted that respondent was the owner of the mark. Zanotti Ex. J ("She believes applicant to be the owner of the mark sought to be registered") and N ("she is properly authorized to execute this application on behalf of the owner of the mark sought to be registered and that he/she believes that applicant to be the owner of the trademark/service mark").<sup>5</sup> Also, Ms.

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<sup>5</sup> The declaration is set up to apply to use or intent-to-use situations. Respondent points to the intent-to-use clause, which does not refer to the "owner" of the mark, and argues that the



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Sawh is listed as the Registered Agent of Febal U.S.A., LLC. Zanotti Ex. G. In addition, in prosecuting respondent's FEBAL USA and design application, Ms. Sawh signed at least one paper as Secretary of "Febal U.S.A." Zanotti Ex. I.

Finally, respondent submitted a "photo story on Applicant's products in *Casa & Estilo*" magazine. Zanotti Ex. L at 1-2. The article actually refers to "Febal USA," not Mariner Ventures, Inc. (Zanotti Ex. K (English translation)):

Two partners, Rick Wingate and Paolo Della Casa - each with more than 20 year[s] ... created the firm Febal-USA.

Pioneer of design and technology, Febal-USA employs 3-D Cad-Cam...

But, fortunately, I also comprises [sic] the business ethics in U.S.A., that requires service and trust. I can offer, after, the best of two cultures, that allow a benefit of FEBAL USA.

In the Autumn of 2000, FEBAL-USA will open a salon...

The free contact number of Febal-USA is ...

The evidence of record convinces us that Mariner Ventures, Inc. worked in tandem with Febal U.S.A., LLC to

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declarant only "believed that she [sic] was entitled to use the mark in commerce and that to her knowledge no other entity had the right to do so." Brief at 13. Respondent is not correct. The application was based on applicant's use of the mark in commerce under 15 U.S.C. § 1051(a) and not its intent to use under § 1051(b). In an application pursuant to § 1(a), a declaration of intent to use is insufficient because the mark must have been in use prior to the filing date of the application. Therefore, the examining attorney was relying on respondent's declaration of ownership when the mark was approved for publication.

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register trademarks that Febal U.S.A., LLC could not register itself because it was a distributor, which did not have any right to register the mark. Petitioner "was not required to pry an admission out of [respondent's] representatives on the stand in order to meet its burden of proof." *United Phosphorus Ltd. v. Midland Fumigant Inc.*, 205 F.3d 1219, 53 USPQ2d 1929, 1933 (10th Cir. 2000). There is an overlap in the personnel of both entities that would have been aware of this limitation on Febal U.S.A., LLC's rights. *Mastic Inc. v. Mastic Corporation*, 230 USPQ 699, 702 (TTAB 1986):

Applicant, at the time of its first use, was still a part of opposer's organization and privy to opposer's plans for ACCORD. Mr. Gruber has testified that the thrust of opposer's promotional program was to be [in] the United States and other English speaking countries. Applicant has questioned why it took opposer from the time of the stock sale in late 1982 until 1984 to actually get into the U.S. market but has not otherwise contradicted Mr. Gruber's testimony. It seems to us, therefore, that applicant must be charged with knowledge of opposer's intentions with respect to the U.S. market.

Under *Person's*, if respondent knew of petitioner's mark but it believed that petitioner did not have rights in the United States, it could have commenced its own use of the mark. On the other hand, respondent could have itself sought to become an exclusive distributor of petitioner's products. However, a party cannot both negotiate an exclusive distributorship agreement with petitioner and work with another entity to register that same mark that it was

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prohibited from registering in its own name. Under these circumstances, respondent cannot escape the case law that clearly holds that, without evidence to the contrary, the foreign manufacturer retains ownership of the mark instead of the exclusive distributor.

Therefore, when statements were made in application Nos. 75672290 and 75859414 that Mariner Ventures, Inc. was the owner of the marks, they were made knowingly. They were also false and material to the application inasmuch as the Office would not have published the mark for opposition or registered it if the applicant was not the owner of the mark in the United States. Thus, respondent has committed fraud in procuring these registrations and respondent's registrations must be cancelled.

Decision: The petition to cancel Registration Nos. 2408536 and 2439999 is granted.



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Jack Richeson & Co., Inc.,	)	
	)	
Petitioner,	)	
	)	Cancellation No. 92048118
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
Attorney Ref. No. 002763-060801	)	

**AFFIDAVIT OF DARREN T. RICHESON**

STATE OF TENNESSEE    )  
  )  
COUNTY OF DAVIDSON    )

I, Darren T. Richeson, attest that the following information is truthful and accurate to the best of my ability and the undersigned, after being duly sworn, state as follows:

1.     My name is Darren T. Richeson. I am a resident of Appleton, Wisconsin and am President of Jack Richeson & Co., Inc. I have been with the company for 26 years and have been President for over 15 years. My father, Jack Richeson, is the founder of the company.

2.     Jack Richeson & Co. manufactures and distributes materials for fine artists, including paints, brushes, easels, papers, stretcher bars and other related materials. It is based in Kimberly, Wisconsin and has been in business since 1981. We have a manufacturing facility in Wisconsin where we produce some of the goods we sell, both under our brands as well as private label for other companies. We also purchase goods to sell under our brands from other domestic and foreign manufacturers. Our primary brands are Jack Richeson, BEST and Richeson Academy. We also have a number of sub-brands.

3. Jack Richeson & Co. has been a member of the National Art Materials Trade Association ("NAMTA"), the leading U.S. based industry organization for art equipment manufacturers and sellers, since the 1980's.

4. In 1999, Jack Richeson & Co. began investigating a line of lower priced easels and visited manufacturers in China, Malaysia and Brazil. In the factory visits, we showed samples of our products. Among the five factories visited in Brazil in 1999 was Trident Industria De Precisao Ltda. ("Trident S/A") in Itapui, Brazil.

5. In 2000, Jack Richeson & Co. began to purchase Richeson branded products from Trident S/A.

6. Jerry's Artarama, based in North Carolina, and Utrecht Art Supplies in New Jersey sold approximately a combined total of 188 Trident S/A branded easels to their customers, which easels were provided by Jack Richeson & Co.


7. Trident S/A has since assigned its trademark rights to Jack Richeson & Co. which assignment is attached to Ivan Maturana Segato's affidavit as Exhibit M. The goals of the Assignment were to solidify the rights in the Trident brand in the U.S. and open the way for possible expansion in the U.S.

8. Jack Richeson & Co. offers at least as many as 8000 stock keeping units ("sku's") to retail stores and distributors in the United States and for export. *A copy of our current catalogue is attached.* Jack Richeson & Co. sells to the top 10 resellers of artist and drafting materials in the United States, which are: Dick Blick, Pearl Paint, Utrecht, Jerry's Artarama, Nasco, School Specialty, Daniel Smith, Cheap Joe's, Artisan's, and Madison Art. In my travels to art material stores around the county, and my recent review of industry catalogues, I have not seen SEC's products for sale or display.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
DARREN T. RICHESON

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on this the 27  
day of June, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: April 17, 2011





**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Jack Richeson & Co., Inc.,	)	
	)	
Petitioner,	)	
	)	Cancellation No. 92048118
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
Attorney Ref. No. 002763-060801	)	

**AFFIDAVIT OF IVAN MATURANA SEGATO**

STATE OF TENNESSEE    )  
                                  )  
COUNTY OF DAVIDSON    )

I, Ivan Maturana Segato, attest that the following information is truthful and accurate to the best of my ability and the undersigned, after being duly sworn, state as follows:

1.     My name is Ivan Maturana Segato. I am a resident of the City of Pederneiras in Brazil. I have a limited understanding of English, although my native language is Portuguese. I am providing this affidavit based upon my personal knowledge, and believe that I understand what I am signing, despite English being a second language to me.

2.     Trident Industria De Preciso Ltda. ("Trident S/A"), a Brazilian company, was started in 1965 in Itapui, Brazil. Trident S/A's primary focus at that time was the manufacture of engineering and drafting materials. I have been associated with that business since 1985, and have been a Director, which is a member of the executive management team for the company, since 1991.

3. In 1972, Trident S/A registered its trademark of its name and logo in Brazil. *A copy of that registration is attached as Exhibit A. A copy of the Trident S/A logo, which has been continuously used since at least as early as 1972, and a sample of it as used on our catalogues from 1977, 1981, 1985, 1988 and 1998, are attached as Exhibit B.* Our President, Paulo Del Porto Negraes, came up with the Trident logo based upon a three pronged clip commonly used on drawing boards.

4. Since 1979, Trident S/A has been selling goods in the U.S. used in drafting, such as tables, rulers and architectural pens using the Trident logo shown on *the invoices attached as Exhibit C.*

5. In 1980, Trident S/A invested in a company called Madema to manufacture easels. Soon thereafter, Madema was merged into Trident S/A and thus Trident S/A began in the easel manufacturing business. That same year, Trident S/A merged with a company called Desetec that manufactures technical products used in drafting. Trident S/A began selling products using the Desetec name, and continued selling using the Trident mark as well. This addition to Trident S/A's product line is evidenced in our catalogues attached as Exhibit B.

6. Trident S/A has been a member of the National Art Materials Trade Association ("NAMTA"), the leading U.S. based industry organization for art equipment manufacturers and sellers, since 1981.

7. Some time in the early 1980's, a Peruvian company called La Casa Del Ingeniero, S.A. began buying products from Trident S/A. This company was owned by

Herbert Moebius Casteñeda, the father of Herbert Eugen Moebius, the principal of the Respondent.

8. In the late 1980's, Herbert E. Moebius (the son) went to Miami, Florida to begin importing and distributing the easels and engineering equipment manufactured by Trident S/A into the U.S. We did not have a written contract, but upon Trident S/A's request, Herbert Moebius Casteñeda gave it a \$200,000 letter of credit guaranteeing payment and therefore we began importing through Respondent. *Exh. D is a letter from Trident S/A to Herbert Moebius Casteñeda of La Casa Del Ingeniero, S.A. regarding sales in the U.S. Exhibit E is the \$200,000 Letter of Credit.* Herbert E. Moebius, through Respondent, therefore began importing and distributing Trident S/A goods in the United States with the Trident S/A logo and name. In doing so, Respondent began using the Trident S/A brand on its own documents.

9. My understanding is that Respondent was doing fairly well in its U.S. business, buying approximately \$425,000 in goods from Trident S/A in its best year. After a few years, Respondent's business dropped off and it was ordering an average of \$210,000 per year in goods. I attribute this to a rise in competition in the U.S. market for easels, and a decline in engineering supplies due to the growth of computer drafting systems.

10. Through the 1990's, Trident S/A's understanding was that it would be Respondent's only manufacturing source for Trident branded easels, engineering and drafting materials.

11. In 1993, Respondent sent Trident S/A some easels manufactured by BEST, a subsidiary acquired by Jack Richeson & Co., Inc. ("Jack Richeson & Co." or

"Petitioner") asking Trident S/A to attempt to replicate them in our manufacturing facility. *Invoice attached as Exhibit F.*

12. In 1999, I met a representative of Jack Richeson & Co. who was visiting factories in Brazil for his company. Jack Richeson & Co., like many U.S. companies, was looking for a less expensive manufacturing process than was available in the U.S. Our first meeting was a very guarded meeting because, at the time, we had no business relationship and were competitors. The Jack Richeson & Co. representative had samples of some of Jack Richeson & Co. products and asked about Trident S/A's ability to manufacture them.

13. Over the next few days, the Jack Richeson & Co. representative and I met again in an effort to determine if a business relationship would make sense. Our talks progressed and we began discussing price, design, quality, and protection of Jack Richeson & Co. designs. These discussions ended without a definite agreement between Jack Richeson & Co. and Trident S/A, but an understanding that future business was likely.

14. Sometime later, I and other Trident S/A representatives came to the United States and met with representatives of Jack Richeson & Co.

15. A short time after that, a Jack Richeson & Co. representative came to Brazil to meet with me regarding production of three of its easels. Jack Richeson & Co. owned the design which was part of its Richeson Academy line. At that time, Trident S/A was still exporting and distributing its Trident products into the U.S. through Respondent. Jack Richeson & Co. was not looking to import and distribute any Trident branded products manufactured by Trident S/A.

16. During this period we requested Respondent catch up on its payments because of outstanding invoice balances. This was not done to our satisfaction, even though we made some more shipments but were cautious because of concerns about payment. *Attached as Exhibit G is our September 20, 2001 correspondence regarding same.*

17. In October of 2001, Respondent asked Trident S/A to enter an exclusive relationship with it to import and distribute Trident branded modular office furniture in the U.S. Trident S/A informed Respondent it was unwilling to enter such a relationship because of Respondent's declining sales. *Attached as Exhibits H and I is our correspondence regarding same.*

18. We notified Respondent in April 2002 that we would not supply any orders placed after October 2002. March 20, 2003 was the last shipment from Trident S/A to Respondent, through a company in the Grand Cayman Islands that I understand is owned by Mr. Moebius. *Attached as Exhibit J is the notice to Respondent regarding stopping sales; Exhibit K is the invoice for the last sale.*

19. Prior to this time, to the best of my recollection, the following goods were manufactured by Trident S/A and imported to and distributed by Respondent in the U.S.: range poles, adjustable arm protractor, protractors, computer stands specifically designed for holding computer equipment, machinist scales, proportion calculator, triangular scales, circular slide rule, pocket scales, graduated parallel ruler for marine charts, graduated wooden rulers, graduated professional ruler, graduated acrylic rulers, metric slide ruler for conversion, tolerance table ruler, angle iron level, metal professional pantograph, computer stands specifically designed for holding computer equipment,

triangular scales, graduated acrylic rulers, artists' pens, easel pads, easels, wooden easels, drafting compasses, drafting curves, drafting instruments, drafting rulers, drafting squares, drafting templates, drafting trays, drafting triangles, drawing boards, drawing brushes, drawing compasses, drawing curves, drawing instruments, drawing rulers, drawing shields, drawing squares, drawing templates, drawing trays, drawing triangles, painting palettes, pens, technical pens and pencils, French curves, highway curves, adjustable triangles, templates for business forms and graphic art, T squares, parallel straightedge, white boards, drawing flexible curve ruler, drawing quick parallel glider, drawing stumps, portable sketch boards, stretched canvas, compasses, furniture, auxiliary cart for art supplies, metal display rolling stands for architectural drawings plans and maps, steel drafting tables, wooden drafting tables, wooden stools, wood for architectural drawings plans and maps, wooden taboret, wooden tops and melamine tops for use on top of drafting tables.

20. The following is a list of goods Trident S/A have or does manufacture, but did not provide to Respondent to import to and distribute in the U.S.: surveying apparatus, surveying chains, surveyor's levels, tripod for topography, telescoping leveling rods, folding wooden rods, air navigation, air navigation slide ruler, plotting rule for navigation, surveyor's levels and bevels.

21. The following is a list of goods Trident S/A has never manufactured: computer workstations comprised of a computer printer and accessories, data processors, computers, pastels, artists' brushes, canvas panels for artists, electrical wood burning pens, metals in foil and powder form for painters, decorators, and artists, painting sets for artists, art prints, art etchings, art mounts, art pads, art paper, art pictures, arts and craft

paint kits, aluminum easels, drawing pads, drawing paper, paint brushes, painting sets, painting sets for children, paintings, paints for arts and crafts, chalk boards, mounted canvas, printed instructional and teaching materials in the line of fine art painting, drawing pads, and measuring spoons and cups.

22. Trident S/A became aware soon thereafter that Respondent applied to federally register the Trident name and logo in the U.S., and was issued a registration in 2002. Trident S/A's legal counsel contacted Respondent on April 9, 2003 regarding this infringement and inappropriate assertion of ownership, which contact was not responded to. *Attached as Exhibit L is the referenced correspondence.* Trident S/A filed an application to federally register its mark in the U.S. on November 8, 2001, but could not because of Respondent's filing. Trident S/A initiated litigation to challenge the validity of Respondent's registration in 2004. Trident S/A discontinued the litigation, however, because of the cost, which was more than we expected and certainly more than would be expected in similar litigation in Brazil.

23. Trident S/A has since assigned its trademark rights to Jack Richeson & Co. *The assignment is attached as Exhibit M.* The goals of the Assignment were to solidify awareness of the Trident brand in the U.S. and in anticipation of possible expansion in the U.S.

24. The only time Trident S/A has sold goods to Jack Richeson & Co. with the Trident S/A name and logo was when we shipped approximately 1430 easels branded with the Trident S/A logo. These were shipped directly to Jack Richeson & Co.'s customers, Jerry's Artarama in North Carolina and Utrecht Art Supplies in New Jersey. I understand from Jack Richeson & Co. that only 43 were sold by Jerry's Artarama and

145 by Utrecht Art Supplies before this matter came to their attention and Jack Richeson & Co. removed the logoed products from the market.

25. In reviewing Respondent's website, it is apparent that some of Trident S/A's catalogue pictures are being used by it to market its own products. Exhibit B includes Trident S/A's 1998 catalogue, and *Exhibit N is a complete version of Respondent's current website*. The following chart shows the pictures Respondent has taken, without authorization, from Trident S/A's catalogue for its own website:

<b>S/A's 1998 Catalogue, Exh. B</b>	<b>Respondent's Website, Exh. M</b>
Page 10/4, item 12.004	Page 9, Dartmouth Deluxe Master Easel
Page 10/3, item 12.032	Page 10, Fontainebleau Deluxe Studio Easel
Page 10/4, item 12.005	Page 10, Harvard Deluxe Studio Easel
Page 10/10, item 12.001	Page 11, Yale Deluxe Canvas Carrier
Page 10/1, item 12.332	Page 16, Galeria Oversize Studio Easel
Page 10/5, item 12.334	Page 16, Grande Portable & Collapsible
Page 10/4, item 12.026	Page 17, Milano Deluxe Studio Easel
Page 10/11, item 12.508	Page 18, Maximilian Swiss Style Easel
Page 10/4, item 12.026	Page 19, Milano Deluxe Studio Easel
Page 10/5, item 12.333	Page 20, Museo Deluxe A-Frame Easel

26. In addition, *Respondent's 2001 catalogue, attached as Exhibit O*, contains the following information about its business that really applies to Trident S/A:

- Pictures of factory on the inside cover is Trident S/A's factory in Brazil;  
and



- Reference to being in business since 1957 is a reference to Trident S/A's founder and President, Paulo Del Porto Negra's, entry into this market segment.

27. On June 28, 2000, Respondent submitted an application to register the Trident mark based on its use in commerce. One of the specimens of use was a copy of Trident S/A's 1999 catalogue cover. *Attached as Exhibit P is that portion of Respondent's application materials.* Note that the catalogue cover submitted includes Portuguese, the native language of Brazil and our company, not a U.S. business.

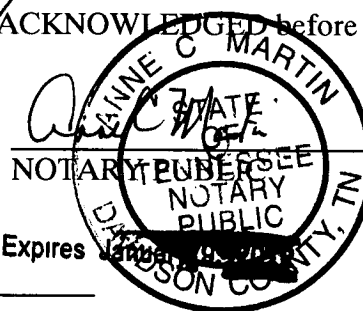
28. On September 24, 2007, Respondent submitted a declaration of continuing use, which included specimens of continued use that were, in fact, a photo of a set of Trident S/A's technical pens and a photo of Trident S/A patented computer desk including Trident S/A's model number TRITUB-R4. *Attached as Exhibit Q is the specimen of use submitted by Respondent, and Exhibit R is the portion of the Trident S/A website showing the same specimen and Trident S/A's model number.*

29. Neither Herbert E. Moebius nor Herbert Moebius Casteñeda have ever been employees, owners or investors in Trident S/A.

FURTHER AFFIANT SAYETH NOT.

IVAN MATURANA SEGATO

10<sup>th</sup> SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on this the day of June, 2008.



My commission expires:





REPÚBLICA FEDERATIVA DO BRASIL  
Ministério da Indústria, do Comércio e do Turismo  
Instituto Nacional da Propriedade Industrial

Certificado de Registro de Marca No.006167675

TRIDENT

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regulamentares em vigor, efetuou a PRORROGAÇÃO do registro da marca acima reproduzida, mediante as seguintes características e condições:

\* 3o.DECÊNIO \*

Especificação dos Produtos/Serviços:  
Artigos para escritório, material didático e de desenho.

Classe Produtos/Serviços: 16.30

Observações: Marca Nominativa.

Registro Anterior: Número 006167675

Prazo de Validade: 10 (dez) anos a partir de 25/11/96

Data de Concessão: 25/11/76

Titular: TRIDENT S A INDUSTRIA DE PRECISAO

CGC/CPF/No. INPI: 50029602000140

Endereço: LOC DIST INDUSTRIAL SN  
DISTRITO INDUSTRIAL - ITAPUI  
CEP 17230 SP BR

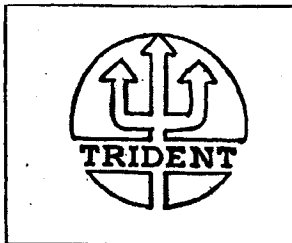
Rio de Janeiro, 19 de agosto de 1997.

  
Diretor de Marcas



REPÚBLICA FEDERATIVA DO BRASIL  
Ministério da Indústria e do Comércio  
Secretaria de Tecnologia Industrial  
Instituto Nacional da Propriedade Industrial

## CERTIFICADO DE REGISTRO Nº 1271/0675165



O INSTITUTO NACIONAL DA PROPRIEDADE INDUSTRIAL, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regulamentares em vigor, efetuou o registro acima reproduzido, mediante as características e condições abaixo:

I - TITULAR: TRIDENT S/A INDUSTRIA DE PRECISAO

CGC  
CPF

050.027.602

- ENDEREÇO: DISTRITO INDUSTRIAL S/N ITAPUI SP BRASIL (BR)

- ATIVIDADE CORRESPONDENTE: INDUSTRIA E COMERCIO DE ARTIGOS DE ESCRITORIO E MATERIAL DIDACTICO

II - NATUREZA: MARCA ESPECIFICA DE INDUSTRIA E COMERCIO

III - APRESENTAÇÃO: MISTA

IV - CLASSE: 16 (DEZESSEIS)

V - PRAZO DE VALIDADE: 10 (DEZ) ANOS, A PARTIR DESTA DATA.

VI - PRIORIDADE UNIONISTA:

- PAÍS:

NÚMERO

DATA DO DEPÓSITO

VII - DEPÓSITO NO BRASIL:

- NÚMERO: 004924

DATA: 04/04/72

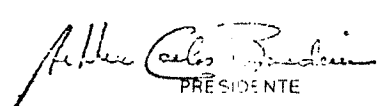
VIII - FINALIDADE: ASSINALAR OS PRODUTOS A SEREM COMERCIALIZADOS RESULTANTES DA ATIVIDADE DO TITULAR

RIO DE JANEIRO, EM 10 DE

SETEMBRO

DE 19 78

  
DIRETOR DE MARCAS

  
PRESIDENTE







**TRIDENT**  
Manufacturers of drawing, drafting and surveyors supplies

✉ P.O. BOX 29 - CEP 17 230-000 ITAPUI - SP - BRAZIL  
☎ (14) 3664-1611 📠 (14) 3664-1454 🌐 www.trident.com.br

**FACTURA COMERCIAL  
COMMERCIAL INVOICE**

**Nº 041/06**

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE **BRASIL**

Itapui-Brazil, SEPTEMBER 11TH., 2006.

Importador  
IMPORTER **JACK RICHESON & CO., INC.**

País  
COUNTRY **U.S.A**

Dirección  
ADDRESS **557 MARCELLA DRIVE**

Apartado Postal  
P. O. BOX

Ciudad  
CITY **KIMBERLY, WI 54136-0160**

Consignatario  
CONSIGNEE **THE SAME**

País  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P. O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via  
SHIPPED VIA **SEA SHIPMENT**

Condiciones de la Venta  
SELLING CONDITIONS **FOB**

Forma de Pago  
TERMS OF PAYMENT **PAYMENT ORDER AT 60 DAYS FROM B/L DATE.**

Flete  
FREIGHT **COLLECT**

Seguro  
INSURANCE **COVER BY IMPORTER IN U.S.A.**

Puerto de Embarque  
PORT OF SHIPMENT **SANTOS (SP) BRAZIL**

Puerto Desembarque  
PORT OF DISCHARGE **GALESBURG/U.S.A.**

Embalaje  
PACKING **01 CONTAINER 40'**

Total Peso Neto Kg  
TOTAL NET WEIGHT **10.638**

Total Peso Bruto Kg  
TOTAL GROSS WEIGHT **10.750**

Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS **673 CARTONS**

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / PRICE US\$	
				Unitario / UNIT	TOTAL
214	12334	01	EXPANDABLE EASEL/PECAN COLOR DB880204	33.34	7.134,76
209	12332	02	H FRAME EASEL DB880205	71.12	14.864,08
250	12333	03	A FRAME EASEL/PECAN COLOR DB880206	39.25	9.812,50
673		04	METALIC LABEL FOR WOOD EASEL	1.35	908,55

Exportador / EXPORTER

TRIDENT INDÚSTRIA DE PRECISÃO LTD\*

NATAL ALONSO SEGATO  
DIRETOR

Marcas / MARKS

**JACK RICHESON & CO., INC.  
KIMBERLY/U.S.A.  
SEA SHIPMENT**

Embarcador / SHIPPING - AGENT

**BR TRADE**

Suma FOB US\$ **32.719,89**  
AMOUNT

Flete Total US\$ **X.X.X.X.X**  
TOTAL FREIGHT

Seguro US\$ **X.X.X.X.X**  
INSURANCE

**TOTAL US\$ 32.719,89**



**TRIDENT**  
Manufacturers of drawing, drafting and surveyors supplies

✉ P.O. BOX 29 - CEP 17 230-000 ITAPUÍ - SP - BRAZIL  
☎ (14) 3664-1611 📠 (14) 3664-1454 🌐 www.trident.com.br

**FACTURA COMERCIAL  
COMMERCIAL INVOICE**

Origen de la Mercadería  
ORIGIN OF MERCHANDISE **BRAZIL**

Itapuí-Brazil, MAY 29TH., 2007

Nº 019/07

Importador  
IMPORTER **JACK RICHESON & CO., INC.**

Pais  
COUNTRY **U.S.A.**

Dirección  
ADDRESS **557 MARCELLA DRIVE**

Apartado Postal  
P.O. BOX

Ciudad **KIMBERLY, WI 54136-**  
CITY **0160**

Consignatario  
CONSIGNEE **THE SAME**

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via  
SHIPPED VIA **SEA SHIPMENT**

Condiciones de la Venta  
SELLING CONDITIONS **FOB**

Forma de Pago **PAYMENT ORDER AT 60 DAYS FROM B/L**  
TERMS OF PAYMENT **DATE**

Flete  
FREIGHT **COLLECT**

Seguro  
INSURANCE **COVER BY IMPORTER IN U.S.A.**

Puerto de Embarque  
PORT OF SHIPMENT **SANTOS (SP) BRAZIL**

Puerto Desembarque  
PORT OF DISCHARGE **KIMBERLY/U.S.A.**

Embalaje  
PACKING **01 CONTAINER 40'**

Total Peso Neto Kg  
TOTAL NET WEIGHT **17.410**

Total Peso Bruto Kg  
TOTAL GROSS WEIGHT **17.500**

Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS **780 CARTONS.**

Cantidad QUANTITY	Ref.	NR. Item ORDER	Descripción DESCRIPTION		Precio / PRICE US\$	
					Unitario / UNIT	TOTAL
1.000	R7999	0010703	METAL LINO BLOCK STOP BLACK	697999	1.10	1.100,00
50	R0123	0020706	OAK FLAT FILE 5 DRAWER	880123	133.68	6.684,00
50	R0121	0030701	OAK FLAT FILE TOP AND BOTTOM	880121	50.49	2.524,50
50	R0123	0030701	OAK FLAT FILE 5 DRAWER	880123	133,68	6.684,00
50	R0122	0030719	OAK FLAT FILE 3 DRAWER	880122	97.77	4.888,50
400	R0200	0030719	ACADEMY DULCE	840200	37.66	15.064,00
10	R0122	0040732	OAK FLAT FILE 3 DRAWER	880122	97.77	977,70
100	12034/6	0040732	ACADEMY CASCADE EASEL	886042	34.84	3.484,00
50	R6043	0040732	BRUSH DISPLAY	886043	30.09	1.504,50

Exportador / EXPORTER

TRIDENT INDÚSTRIA DE REPRODUÇÃO LTDA.

NATAL RICHESON  
DIRETOR

Marcas / MARKS

**JACK RICHESON & CO., INC.  
KIMBERLY/U.S.A.  
SEA SHIPMENT**

Embarcador / SHIPPING - AGENT

**BR TRADE**

Suma  
AMOUNT

FOB US\$ 42.911,20

Flete Total  
TOTAL FREIGHT

US\$ X.X.X.X.X

Seguro  
INSURANCE

US\$ X.X.X.X.X

TOTAL  
US\$

42.911,20





**TRIDENT**  
Manufacturers of drawing, drafting and surveyors supplies

✉ P.O. BOX 29 - CEP 17 230-000 ITAPUÍ - SP - BRAZIL  
(14) 3664-1611 (14) 3664-1454 www.trident.com.br

# FACTURA COMERCIAL COMMERCIAL INVOICE

Nº 014/07

Origen de la Mercadería  
ORIGIN OF MERCHANDISE **BRASIL**

Itapuí-Brazil, APRIL/ 20TH., 2007 /

Importador  
IMPORTER **JACK RICHESON & CO., INC.**

Pais  
COUNTRY **U.S.A.**

Dirección  
ADDRESS **557 MARCELLA DRIVE**

Apartado Postal  
P. O. BOX

Ciudad **KIMBERLY, WI 54136-**  
CITY **0160**

Consignatario  
CONSIGNEE **THE SAME**

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P. O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via **SEA SHIPMENT** Condiciones de la Venta **FOB**  
SHIPPED VIA SELLING CONDITIONS

Forma de Pago **PAYMENT ORDER AT 60 DAYS FROM B/L**  
TERMS OF PAYMENT **DATE**

Flete  
FREIGHT **COLLECT**

Seguro  
INSURANCE COVER BY IMPORTER IN U.S.A.

Puerto de Embarque  
PORT OF SHIPMENT **SANTOS (SP) BRAZIL**

Puerto Desembarque  
PORT OF DISCHARGE **CRANBURY/U.S.A.**

Embalaje  
PACKING **02 CONTAINERS 40'** Total Peso Neto Kg  
TOTAL NET WEIGHT **14.834**

Total Peso Bruto Kg  
TOTAL GROSS WEIGHT **14.900**

Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS

**1.388 CARTONS**

Cantidad QUANTITY	Ref.	NR. Item ORDER	Descripción DESCRIPTION	Precio / PRICE US\$	
				Unitario / UNIT	TOTAL
113	12331	646546	LARGE H FRAME	12331 58.00	6.554,00
119	12332	646546	EX IG H FRAME	12332 38.00	4.522,00
39	R0200	646546	ACADEMY DULCE	840200 29.00	1.131,00
148	R4200	646546	ACADEMY TABLE TOP	844200 19.20	2.841,60
314	R6001	646546	ACADEMY AZTEC	886001 24.10	7.567,40
219	R6002	646546	ACADEMY MANTOYA	886002 25.90	5.672,10
245	R6011	646546	ACADEMY AMBROSIA	886011 21.40	5.243,00
191	R6013	646546	ACADEMY LIBRO	886013 8.50	1.623,50

Exportador / EXPORTER

TRIDENT INDÚSTRIA DE PRECISÃO LTDA.

KARL ALBERTO SEGATO  
DIRETOR

Marcas / MARKS

**JACK RICHESON & CO., INC.**  
**KIMBERLY/U.S.A.**  
**SEA SHIPMENT**

Embarcador / SHIPPING - AGENT

**BR TRADE**

Suma FOB US\$ **35.154,60**  
AMOUNT

Flete Total US\$ **X.X.X.X.X**  
TOTAL FREIGHT

Seguro US\$ **X.X.X.X.X**  
INSURANCE

**TOTAL US\$ 35.154,60**



**TRIDENT**

Manufacturers of drawing, drafting and surveyors supplies

P.O. BOX 29 - CEP 17 230-000 ITAPUÍ - SP - BRAZIL  
(14) 3664-1611 Fax (14) 3664-1454 www.trident.com.br

**FACTURA COMERCIAL  
COMMERCIAL INVOICE**

Nº 004/06

Origen de la Mercadería  
ORIGIN OF MERCHANDISE

**BRASIL**

Itapuí-Brazil, FEBRUARY 06TH., 2006./

Importador  
IMPORTER **JACK RICHESON & CO., INC.**

País  
COUNTRY **U.S.A.**

Dirección  
ADDRESS **557 MARCELLA DRIVE**

Apartado Postal  
P.O. BOX

Ciudad **KIMBERLY, WI 54136-**  
CITY **0160**

Consignatario  
CONSIGNEE **THE SAME**

País  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via

SHIPPED VIA SEA SHIPMENT

Condiciones de la Venta

SELLING CONDITIONS **FOB**

Forma de Pago **PAYMENT. ORDEN AT 60 DAYS FROM B/L**  
TERMS OF PAYMENT **DATE**

Flete **COLLECT**  
FREIGHT

Seguro  
INSURANCE **COVER BY IMPORTER IN U.S.A.**

Puerto de Embarque  
PORT OF SHIPMENT **SANTOS (SP) BRAZIL**

Puerto Desembarque  
PORT OF DISCHARGE **KIMBERLY/U.S.A.**

Embalaje  
PACKING **01 CONTAINER 20'**

Total Peso Neto Kg  
TOTAL NET WEIGHT **8.630**

Total Peso Bruto Kg  
TOTAL GROSS WEIGHT **8.750**

Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS

**860 CARTONS**

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / PRICE US\$	
				Unitario / UNIT	TOTAL
400	R1793	01	DAVINCI LOBO JERRYS	28.33	11.332,00
460	JA59806	02	CAROLINA	33.48	15.400,80

Exportador / EXPORTER

TRIDENT INDÚSTRIA DE PRECISÃO LTDA.

NATAL ALONSO SEGATO  
DIRETOR

Marcas / MARKS

**JACK RICHESON & CO., INC.**  
**KIMBERLY/U.S.A.**  
**SEA SHIPMENT**

Embarcador / SHIPPING - AGENT

**BR TRADE**

Suma  
AMOUNT

**26.732,80**

Flete Total  
TOTAL FREIGHT

**X.X.X.X.X**

Seguro  
INSURANCE

**X.X.X.X.X**

TOTAL  
US\$

**26.732,80**



**TRIDENT**  
Manufacturers of drawing, drafting and surveyors supplies

✉ P.O. BOX 29 - CEP 17 230-000 ITAPUÍ - SP - BRAZIL  
☎ (14) 3664-1611 📠 (14) 3664-1454 🌐 www.trident.com.br

**FACTURA COMERCIAL  
COMMERCIAL INVOICE**

Nº 024/05

Origen de la Mercadería  
ORIGIN OF MERCHANDISE **BRASIL**

Itapuí-Brazil, MAY 17TH., 2005. /

Importador  
IMPORTER **JACK RICHESON & CO., INC.**

País  
COUNTRY **U.S.A.**

Dirección  
ADDRESS **557 MARCELLA DRIVE**

Apartado Postal  
P. O. BOX

Ciudad **KIMBERLY, WI54136-**  
CITY **0160**

Consignatario  
CONSIGNEE **THE SAME**

País  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P. O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via  
SHIPPED VIA **SEA SHIPMENT**

Condiciones de la Venta  
SELLING CONDITIONS **FOB**

Forma de Pago **PAYMENT ORDEN AT 60 DAYS FROM B/L**  
TERMS OF PAYMENT **DATE.**

Flete  
FREIGHT **COLLECT**

Seguro  
INSURANCE **COVER BY IMPORTER IN U.S.A.**

Puerto de Embarque  
PORT OF SHIPMENT **SANTOS (SP) BRAZIL**

Puerto Desembarque  
PORT OF DISCHARGE **GALESBURG/U.S.A**

Embalaje  
PACKING **01 CONTAINER 40'**

Total Peso Neto Kg  
TOTAL NET WEIGHT **18.752**

Total Peso Bruto Kg  
TOTAL GROSS WEIGHT **18.766**

Cantidad de Volumen  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS **1.251 CARTONS**

Cantidad QUANTITY	Ref.	No ORDEN	Descripción DESCRIPTION	Precio / PRICE US\$	
				Unitario / UNIT	TOTAL
50	12334	0210028	EXPANDABLE EASEL/PECAN COLOR DB880204	33.05	1.652,50
250	12332	0210028	H FRAME EASEL DB880205	70.50	17.625,00
50	12333	0210028	A FRAME EASEL/PECAN COLOR DB880206	38.90	1.945,00
900	R3201	0210028	PECAN LOBO LARGE/CANVAS.KNOB DB880207	42.00	37.800,00
1.350		0210028	METALIC LABEL FOR WOOD EASEL	1.14	1.539,00

Exportador / EXPORTER

TRIDENT INDÚSTRIA DE PRECISÃO LTDA.

NATAL ALONSO SEGATO  
DIRETOR

Marcas / MARKS

**JACK RICHESON & CO., INC.**  
**KIMBERLY/U.S.A**  
**SEA SHIPMENT**

Embarcador / SHIPPING - AGENT

**BR TRADE**

Suma FOB US\$  
AMOUNT

**60.561,50**

Flete Total US\$  
TOTAL FREIGHT

**X.X.X.X.X**

Seguro US\$  
INSURANCE

**X.X.X.X.X**

**TOTAL FOB US\$**

**60.561,50**



**TRIDENT**  
Manufacturers of drawing, drafting and surveyors supplies

BOX 29 - CEP 17 230-000 ITAPUÍ - SP - BRAZIL  
(14) 3664-1611 Fax (14) 3664-1454 www.trident.com.br

**FACTURA COMERCIAL  
COMMERCIAL INVOICE**

Nº 003/05

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE **BRASIL**

Itapuí-Brazil, FEBRUARY 04TH., 2005./

Importador  
IMPORTER **JACK RICHESON & CO., INC.**

Pais  
COUNTRY **U.S.A.**

Dirección  
ADDRESS **557 MARCELLA DRIVE**

Apartado Postal  
P.O. BOX

Ciudad **KIMBERLY, WI 54136**  
CITY **0160**

Consignatario  
CONSIGNEE **THE SAME**

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via

SHIPPED VIA **SEA SHIPMENT**

Condiciones de la Venta

SELLING CONDITIONS **FOB**

Forma de Pago

TERMS OF PAYMENT **PAYMENT ORDEN AT 60 DAYS FROM  
B/L DATE.**

Flete

FREIGHT **COLLECT**

Seguro

INSURANCE **COVER BY IMPORTER IN U.S.A.**

Puerto de Embarque

PORT OF SHIPMENT **SANTOS (SP) BRASIL**

Puerto Desembarque

PORT OF DISCHARGE **KIMBERLY/U.S.A.**

Embalaje

PACKING **01 CONTAINER 40'**

Total Peso Neto Kg

TOTAL NET WEIGHT **18.327**

Total Peso Bruto Kg

TOTAL GROSS WEIGHT **18.607**

Cantidad de Volúmenes

QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS

**56.562 PIECES AND 871 CARTONS**

Cantidad QUANTITY	Ref.	Nº ORDEN	Descripción DESCRIPTION	Precio / PRICE US\$	
				Unitario / UNIT	TOTAL
1.850	R7999	0120411	METAL LINO BLOCK STOP BLACK 697999	0.99	1.831,50
3.000	R8999	0120411	SET BESE BLOCK STOP 698999	0.85	2.550,00
100	R0200	0120411	ACADEMY DULCE EASEL 840200	32.50	3.250,00
50	8016	0120411	ACADEMY SUAMICO EASEL 848016	14.20	710,00
150	R3201	0120411	ACADEMY LOBO 883201	34.00	5.100,00
100	R5301	0120411	ACADEMY NAVAJO EASEL 885301	13.30	1.330,00
100	R6002	0120411	ACADEMY MANTOYA EASEL 886002	29.00	2.900,00
100	R6011	0120411	ACADEMY AMBROSIA 886011	24.00	2.400,00
25	12335	0120411	ACADEMY BELMONT EASEL 886021	67.20	1.680,00
30	12605	0120411	ACADEMY VERONA EASEL SM. 886026	54.00	1.620,00
100	12221	0120411	ACADEMY BASSETT EASEL 886044	32.40	3.240,00
1.000	00KIT-R	0120411	SMALL CANVAS H.HARDWARE KIT KIT-000	0.80	800,00
20.412	B3048-2	0010501	MEDIUM DUTY BAR 830482	0.26	5.307,12
36.150	B3048-3	0010501	LIGHT DUTY BAR 830483	0.21	7.591,50

Exportador / EXPORTER

TRIDENT INDÚSTRIA DE PRECISÃO LTDA.

NATAL ALONSO SEGATO  
DIRETOR

Marcas / MARKS

**JACK RICHESON & CO., INC.  
KIMBERLY/U.S.A.  
SEA SHIPMENT**

Embarcador / SHIPPING - AGENT

**BR TRADE**

Suma FOB US\$  
AMOUNT

**40.310,12**

Flete Total US\$  
TOTAL FREIGHT

**X.X.X.X.X**

Seguro US\$  
INSURANCE

**X.X.X.X.X**

TOTAL FOB US\$

**40.310,12**



TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

P.O. BOX 29 - 17230-000 - ITAPUI (SP) - BRAZIL  
(146) 64-1611  
FAX (0146) 64-1454

146061 TDET BR

FACTURA COMERCIAL  
COMMERCIAL INVOICE

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE

BRAZIL

Itapui - Brazil MAY 04TH., 2004.

Nº 011/04

Importador  
IMPORTER JACK RICHESON & CO., INC.

Pais  
COUNTRY U.S.A.

Dirección  
ADDRESS 557 MARCELLA DRIVE

Apartado Postal  
P.O. BOX

Ciudad  
CITY KIMBERLY, WI 54136-0160

Consignatario  
CONSIGNEE THE SAME

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER Embarque Via  
SHIPPED VIA SEA SHIPMENT Condiciones de la Venta  
SELLING CONDITIONS FOB

Forma de Pago  
TERMS OF PAYMENT PAYMENT ORDEN 60 DAYS FROM B/L DATE Flete  
FREIGHT COLLECT

Seguro  
INSURANCE COVER BY IMPORTER IN U.S.A.

Puerto de Embarque  
PORT OF SHIPMENT SANTOS (SP) BRAZIL

Puerto Desembarque  
PORT OF DISCHARGE KIMBERLY/U.S.A.

Embalaje  
PACKING 01 CONTAINER 40' Total Peso Neto kg  
TOTAL NET WEIGHT 18.306

Total Peso Bruto kg  
TOTAL GROSS WEIGHT 18.656 Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS 61.070 PIECES AND 759 CARTONS

Cantidad QUANTITY	Ref.	No Item ORDEN	Descripción DESCRIPTION		Precio / Price US\$	
					Unitario / UNIT	TOTAL
40.950	B3048-1	0020417	HEAVY DUTY STRETCHER BAR	830481	0.32	13.104,00
20.120	B3048-2	0030407	MEDIUM DUTY BAR	830482	0.25	5.030,00
50	12004	0310200	ACADEMY EAU CLAIRE EASEL	886040	17.95	897,50
212	R6210	0040402	PASTEL BOX FOLDING	696210	15.00	3.180,00
100	R3201	0040402	ACADEMY LOBO	883201	31.90	3.190,00
50	12006	0040402	ACADEMY ONIEDA EASEL	886029	7.10	355,00
100	R0200	0040402	ACADEMY DULCE	840200	32.50	3.250,00
200	12002	0040411	ACADEMY RACINE EASEL	886031	9.30	1.860,00
20	R0200/R	0220404	ACADEMY DULCE REPLACEMENT	840200/R	16.25	325,00
1	12004/R	0220404	ACADEMY EAU CLAIRE REPLACEMENT	886040/R	8.98	35.92
03	8017/R	0220404	ACADEMY AMERY REPLACEMENT	848017/R	8.08	24.24
03	12220/R	0220404	ACADEMY APPLETON REPLACEMENT	886045/R	31.58	94,74
06	R3201/R	0220404	ACADEMY LOBO REPLACEMENT	883201/R	15.95	95,70
03	R6001/R	0220404	ACADEMY AZTEC REPLACEMENT	886001/R	13.50	40,50
03	12034/R	0220404	ACADEMY CASCADE REPLACEMENT	886042/R	14.47	43.41
15	001/R	0220404	HARDWARE KIT 840200 REPLACEMENT	001/R	3.23	48,45
15	002/R	0220404	HARDWARE KIT 886040 REPLACEMENT	002/R	0.96	14,40
15	003/R	0220404	HARDWARE KIT 848017 REPLACEMENT	003/R	1.56	23,40
15	004/R	0220404	HARDWARE KIT 883201 REPLACEMENT	004/R	4.40	66,00
15	005/R	0220404	HARDWARE KIT 886001 REPLACEMENT	005/R	3.49	52,35

Exportador / Exporter

TRIDENT INDÚSTRIA DE PRECISÃO LTDA.

NATAL ALONSO SEGATO  
DIRETOR

Marcas / Marks

JACK RICHESON & CO., INC.  
KIMBERLY/U.S.A.  
SEA SHIPMENT

Embarcador / Shipping - Agent  
BR TRADE

Suma AMOUNT	FOB US\$	31.730,61
Flete Total TOTAL FREIGHT	US\$	X.X.X.X.X
Seguro INSURANCE	US\$	X.X.X.X.X
TOTAL FOB	US\$	31.730,61

Aeroporto

SAEXR

17 NOV 1988

636-88/801430

DATA

50029602/0001-40

TRIDENT S/A  
INDUSTRIA DE PRECISAO  
DISTRITO INDUSTRIAL 2/11  
CEP 17-230

ITAPUI - SP

9 Nº DE REGISTRO NA CACEX E AGENCIA DE REGISTRO

IAP (SP) 1.0027/10-00002

8 EXPORTADOR

TRIDENT S/A. INDUSTRIA DE PRECISAO  
Distrito Industrial 2/11 - ITAPUI (SP)

FABRICANTE?

☒ SIM ☐ NAO

7 COD. LOC. EMB.

8 COD. FAB

9 COD. V

41068

2496

43

CONTRATO(S) DE CAMBIO APLICADO(S)

10 N.º

11 VALOR

12 PRACA DE CONTRATAÇÃO DE CAMBIO

13 COD. MOD. PT.º

14 COD. EST. PROD.

15 COD. S.

059228

US\$ 1.679,80

CAMPINAS (SP) 50.1-0

56203

413

1058

C.º 119  
DE 15/11/88

16 BANCO NEGOCIADOR

BANCO DO BRASIL S/A.

17 N.º

VIDE ANEXOS

18 PAIS DE DESTINO

19 VIA DE TRANSPORTE

20 BANDEIRA

ESTADOS UNIDOS

AEREA

VIDE ANEXOS

21 ESTADO PRODUTOR

22 NOME DA EMBARCAÇÃO

23 MODALIDADE/PRazo PAGAMENTO

24

25 COD. MOEDA

SÃO PAULO

VIA

CONFERENCIA A VISTA

2208

26 VALOR LÍQUIDO TOTAL (EXTENSO)

CINQUENTA E DOIS QUILOS.-

MERCADORIA

VOLUME		DISCRIMINAÇÃO	PESO LÍQUIDO/KG	VALOR UNITARIO FOB	VALOR TOTAL FOB
QUANT.	ESPECIE				
1	Caixa de madeira	CONTENDO: Instrumentos de desenho, tracado e cálculo, conforme relação dos anexos Nº 01, 02 e 03	52,000	Conforme relação dos anexos Nº 01, 02 e 03	1.666,41
BRASIL					
Ind S/A. Indústria de Precisão					

MARCAÇÃO GRAICO MIAMI - FLORIDA Via Aérea No. 73	31 CONDIÇÃO DE VENDA	TOTAL EM KG	32 BRUTO	33 TOTAL FOB
	<input checked="" type="checkbox"/> F.O.B.	62,000	62,000	1.666,41
	<input type="checkbox"/> C.I.F.			
	<input type="checkbox"/> C&F			
34 COMISSÃO AGENTE:	35 AVERBAÇÃO DE EMBARQUE - CACEX	PARCIAL <input type="checkbox"/>	TOTAL <input type="checkbox"/>	36 FRETE
	37 PARCIAL	a VOLUMES	b PESO LÍQUIDO	38 COMISSÃO
	39 COMISSÃO AGENTE:	c VALOR FOB		39 COMISSÃO
	10 %			186,41
11 CONTA GRÁFICA	42 UNID. REG. S.A.T.			1.679,82
12 REDUZIR FATURA				
13 A REMETER				

DECLARAMOS QUE OS DADOS CONSTANTES DESTA DECLARAÇÃO SÃO VERDADEIROS E REFLETIM A VENDA E RESPECTIVA OPERAÇÃO CAMBIAL, SUBMETTANDO-NOS AS SANÇÕES LEGAIS CASO VERDADEIRAMENTE SE CONSTATAR, A QUALQUER TEMPO, ALGUMA IRREGULARIDADE.

PRACA: SÃO PAULO, 17/11/88

IMPORTADOR/ENDEREÇO

GRAICO  
3561 N.W. 74 Ave Miami, Florida  
33166 U.S.A.

AGENTE/ENDEREÇO

ERRUTCA REPRESENTACIONES  
Southeast Bank, N.A. ACC No. 627-567019 P.O. Box 522614  
MIAMI, FLORIDA 33152 U.S.A.

17 NOV 1988



# TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

✉ P.O. BOX 29 - 17 230-ITAPUI (SP) - BRAZIL  
☎ (146) 64-1256 ☎ (142) 553 TDET BR

## FACTURA COMERCIAL COMMERCIAL INVOICE

Nº 104/88/A

Origen de la Mercaderia  
ORIGEN OF MERCHANDISE **BRASIL**

Itapui - Brazil

March 15th., 1988.

Importador  
IMPORTER **REX GRAPHIC SUPPLY**

Pais  
COUNTRY **U.S.A.**

Dirección  
ADDRESS **P.O. Box 24238 TEMPE**

Apartado Postal  
P.O. BOX

Ciudad  
CITY **ARIZONA 85282**

Consignatario  
CONSIGNEE

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via  
SHIPPED VIA **D.H.L.**

Condiciones de la Venta  
SELLING CONDITIONS

**SAMPLES NO COMMERCIAL VALUE**

Forma de Pago  
TERMS OF PAYMENT **SAMPLES NO COMMERCIAL VALUE**

Flete  
FREIGHT

Seguro  
INSURANCE

Puerto de Embarque  
PORT OF SHIPMENT

Puerto Desembarque  
PORT OF DISCHARGE

Embalaje  
PACKING **Wood Box**

Total Peso Neto kg  
TOTAL NET WEIGHT **0,500 Kgs.**

Total Peso Bruto kg  
TOTAL GROSS WEIGHT **1,442 Kgs.** Cantidad de Volúmenes **01**  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS

**SAMPLES NO COMMERCIAL VALUE**

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price US\$	
				Unitario / UNIT	TOTAL
02			Wooden Pantograph 21??	3.60	7.20

Exportador / Exporter

Marcas / Marks

**REX GRAPHIC SUPPLY**  
**P.O. Box 24238**  
**ARIZONA 85282 - U.S.A.**

Embarcador / Shipping - Agent  
**D.H.L.**

Suma -  
AMOUNT FOB US\$

7.20

Flete Total  
TOTAL FREIGHT US\$

x.x.x

Seguro  
INSURANCE US\$

x.x.x

TOTAL US\$

7.20



**TRIDENT S.A.**

Manufacturers of drawing, drafting and surveyors supplies

☑ P.O. BOX 29 - 17 230-ITAPUI (SP) - BRAZIL  
☎ (146) 64-1256 ☎ (142) 553 TDET BR

**FACTURA PROFORMA  
PROFORMA INVOICE**

Nº 106/87/E

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE **BRASIL**

Itapui - Brazil

August 07th., 1987

Importador  
IMPORTER **B. CARTER LYKINS IMPORTER - EXPORTER**

Pais  
COUNTRY **USA -**

Dirección  
ADDRESS **Holly Street, 103**

Apartado Postal  
P.O. BOX **578**

Ciudad  
CITY **NITRO WEST VIRGI-  
NIA**

Consignatario  
CONSIGNEE

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER **Letter of August 1, 1987**

Embarque Via  
SHIPPED VIA **AIR PARCEL POST**

Condiciones de la Venta  
SELLING CONDITIONS **SAMPLES NO COMMERCIAL VALUE**

Flete  
FREIGHT **PREPAID**

Forma de Pago  
TERMS OF PAYMENT **ADVANCED DRAFT BANK**

Seguro  
INSURANCE

Forma de Embarque  
PORT OF SHIPMENT

Puerto Desembarque  
PORT OF DISCHARGE

Embalaje  
PACKING **Wood box**

Total Peso Neto kg  
TOTAL NET WEIGHT **0,480 Kgs.**

Total Peso Bruto kg  
TOTAL GROSS WEIGHT **0,300 Kgs.** Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS **MINIMUM ORDER 17 PIECES**

*valor 58,026*

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price US\$	
				Unitario /UNIT	TOTAL
17			FLAT SCALES IN 2.00 mm CRISTAL CLEAR ACRILIC <i>regua especial</i>	3.50	59.50

Exportador / Exporter

Marcas / Marks

**TRIDENT S.A. IND. DE PRECISAO**

**B. CARTER LYKINS  
P.O. Box 578  
NITRO, WEST VIRGINIA  
25 143 U.S.A.**

**SÉRGIO DEL PORTO NEGRAES**

Export. Director

Conforme/According

Plazo de Embarque/Term of Shipment  
30 days after receipt of  
the draft Bank

Suma AMOUNT	FOB US\$	59.50
Flete Total TOTAL FREIGHT	US\$	32.00
Seguro INSURANCE	US\$	X.X.X.
TOTAL C&F	US\$	91.50

LAS MERCADERIAS VIAJAN POR CUENTA, ORDEN Y RIESGO DEL IMPORTADOR.





TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

P.O. BOX 29 - 17 230-ITAPUI (SP) - BRAZIL  
(146) 64-1256 (142) 553 TDET BR

FACTURA COMERCIAL  
COMMERCIAL INVOICE

Nº 117/87/A

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE BRASIL

Itapui - Brazil November 16th., 1987

Importador  
IMPORTER UTRECHT MANUFACTURING CORPORATION

Pais  
COUNTRY U.S.A.

Dirección  
ADDRESS 33 Thirty Fift - Brooklyn

Apartado Postal  
P.O. BOX

Ciudad  
CITY NEW YORK 11232

Consignatario  
CONSIGNEE

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER

Embarque Via  
SHIPPED VIA Air Freight

Condiciones de la Venta  
SELLING CONDITIONS

SAMPLES NO COMMERCIAL VALUE

Forma de Pago  
TERMS OF PAYMENT SAMPLES NO COMMERCIAL VALUE

Flete  
FREIGHT COLLECT

Seguro  
INSURANCE

Puerto de Embarque  
PORT OF SHIPMENT SÃO PAULO

Puerto Desembarque  
PORT OF DISCHARGE NEW YORK

Embalaje  
PACKING Wood Box

Total Peso Neto kg  
TOTAL NET WEIGHT 7,200 Kgs.

Total Peso Bruto kg  
TOTAL GROSS WEIGHT 13,000 Kgs. Cantidad de Volúmenes  
QUANTITY OF PACKAGES 01

Observaciones  
OBSERVATIONS SAMPLES NO COMMERCIAL VALUE

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price US\$	
				Unitario /UNIT	TOTAL
01	2506	1	Triangle	0.39	0.39
01	2606	2	Triangle	0.39	0.39
01	AC-30	3	Acrylic Ruler	0.40	0.40
01	RUG-1	4	Graphic Art and Printers Ruler	0.23	0.23
01	0330	5	Parallel Straight Edges	6.00	6.00
01	5830	6	Wooden "T" Square	3.61	3.61
01	1240	7	Flexible Curve Ruler	1.80	1.80
01	P-40	8	Drawing Table	24.00	24.00

Exportador / Exporter

TRIDENT S.A. IAPUI - BRAZIL

SERVIDOR DEL PORTO NEGRAES  
Export. Director

Marcas / Marks

UTRECHT MANUFACTURING CORPORATION  
33 Thirty Fift -  
Brooklyn  
NEW YORK 11232 - U.S.A.

Embarcador / Shipping - Agent

Mesquita S/A. Transportes e  
Servicos.-

Suma  
AMOUNT FOB US\$

36.62

Flete Total  
TOTAL FREIGHT US\$

X.X.X.X

Seguro  
INSURANCE US\$

X.X.X.X

TOTAL US\$

36.62



# TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

☒ P.O. BOX 29 - 17 230-ITAPUI (SP) - BRAZIL

☎ (146) 64-1256

☎ (142) 553 TDET BR

## FACTURA PROFORMA PROFORMA INVOICE

Nº 103/87/E

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE BRASIL

Itapui - Brazil June/ 22nd., 1987. /

Importador  
IMPORTER EARTH STAR ENTERPRISES

Pais  
COUNTRY USA.

Dirección  
ADDRESS 369 Drake's View Drive Inverness

Apartado Postal  
P.O. BOX

Ciudad  
CITY CALIFORNIA 94937

Consignatario  
CONSIGNEE THE SAME

Pais  
COUNTRY

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Ciudad  
CITY

Pedido  
ORDER your letter of june 1987

Embarque Via  
SHIPPED VIA OCEAN FREIGHT/AIR FREIGHT

Condiciones de la Venta  
SELLING CONDITIONS FOB SANTOS/SÃO PAULO

Flete  
FREIGHT COLLECT

Forma de Pago  
TERMS OF PAYMENT Irrevocable Documentary Credit or  
Advanced check

Seguro  
INSURANCE TO BE COVERED BY BUYER

Puerto de Embarque  
PORT OF SHIPMENT SANTOS (SP)

Puerto Desembarque  
PORT OF DISCHARGE NEW YORK

Embalaje  
PACKING Wooden boxes

Total Peso Neto kg 256,000 Kgs  
TOTAL NET WEIGHT

Total Peso Bruto kg 330,000 Kgs  
TOTAL GROSS WEIGHT

Cantidad de Volúmenes 04  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price US\$	
				Unitario / UNIT	TOTAL
	1/28	01	Have no lettering guide in the 1/28 pag of our catalog. Please explain better item No. 01		
144	4621	02	Triangle 609	0.55	79.20
144	4521	03	Triangle 459	0.55	79.20
144	8112	04	Protractor	0.76	109.44
144	4720	05	Adjustable triangle	3.71	534.24
144	1116	06	French Curve	1.58	227.52
144	7830/5	07	Scale, inches	1.29	185.76
144	7340	08	Acrylic Rule	1.15	165.60
144	1240	09	Flexible ruler	1.80	259.20
144	9000	10	Compass	4.08	587.52
144	PME-60	11	Pantograph, 60 cms.	3.86	555.34
144	6336p	12	Parallel straight edge	6.97	1,003.68
144	5536p	13	T Square	4.45	640.80

Exportador / Exporter  
TRIDENT S.A. IND. DE PRECISÃO  
SÉRGIO DEL PORTO NEGRAES  
Export. Director  
Conforme/According

Marcas / Marks

EARTH STAR ENTERPRISES  
CA 94937 - USA  
Via Maritima

Plazo de Embarque/Term of Shipment  
LENIVAN SERVIÇO DE COMÉRCIO  
EXTERIOR

Suma AMOUNT	FOB US\$	4,428.00
Flete Total TOTAL FREIGHT	US\$	x.x.x.x.
Seguro INSURANCE	US\$	x.x.x.x.
TOTAL FOB US\$		4,428.00

LAS MERCADERIAS VIAJAN POR CUENTA, ORDEN Y RIESGO DEL IMPORTADOR.

## PARA PREENCHIMENTO PELA CACEX

EXPORTADOR **TRIDENT S/A. INDÚSTRIA DE PRECISÃO**  
ENDEREÇO **Distrito Industrial s/nº - ITAPUI (SP)**

CGC - CARIMBO PADRONIZADO DO M.F.

50099502/0001-40

PAÍS DE DESTINO <b>ESTADOS UNIDOS</b>	COD. <b>2496</b>	MODALIDADE DE PAGAMENTO <b>Consignação</b>	COD. <b>58505</b>	EMBARQUE <b>SANTOS (SP)</b>	COD. <b>41173</b>
ESTADO PRODUTOR <b>SÃO PAULO</b>	COD. <b>410</b>	COMO DE VENDA FOB - CIF - CAF	DATA DA VENDA	TRANSITO	CACEX
		DE OUTRA INDICAR		DESTINO	CACEX

INDÚSTRIA DE PRECISÃO  
DISTRITO INDUSTRIAL S/Nº  
CEP 17.200  
ITAPUI - SP

ARMADOR OU EMPRESA TRANSPORTADORA <b>U.S. LINES</b>	NOME DA EMBARCAÇÃO <b>GEORG</b>	VIA DE TRANSPORTE <b>Marítima</b>	COD. <b>19</b>	BANDEIRA TRANS-PORTADORA	COD.	CACEX
--	------------------------------------	--------------------------------------	-------------------	--------------------------	------	-------

VOLUMES		MERCADORIAS (SE CLASSIFICADAS EM MAIS DE UM ITEM, OBRIGATORIO PREENCHIMENTO MODELO 0.34.063-4 (ANEXO))		PESO LÍQUIDO EM kg	VALOR FOB EM MOEDA ESTRANGEIRA
QUANTIDADE	ESPÉCIE	NCM <b>VIDE</b>	NARALALC <b>ANEXOS</b>		SÍMBOLO DA MOEDA <b>US\$</b>
caixas de papelão	caixas de papelão	CONTENDO: instrumentos de desenho traçado e cálculo, conforme relação dos anexos nºs. 01, 02, 03, 04 e 05.		2.513,000	TOTAL <b>13.169,46</b>
20'					
com 219 caixas de papelão					
BRASIL					
Trident S/A. Indústria de Precisão					

MARCAÇÃO DE VOLUMES E NÚMEROS <b>TRIDENT BOX No. 001 to 219</b>	TOTAL EM kg	LÍQUIDO <b>2.513,000</b>	BRUTO <b>2.950,000</b>	TOTAL FOB EM CR\$
	POR CONTA DO:	PAGÁVEL NO:		
FRETE				
SEGURO				
PESO LÍQUIDO (EXTENSO) <b>dois mil, quinhentos e treze quilos.-</b>				
PESO BRUTO (EXTENSO)				
DEDUÇÕES: COMISSÃO				
TOTAL <b>13.169,46</b>				
VALOR FOB EM CR\$				

CONTRATO(S) DE CÂMBIO APLICADO(S)					DECLARAMOS, SOB AS PENAS DA LEI, A EXISTÊNCIA DO(S) CONTRATO(S) DE CÂMBIO, AO LADO INDICADO(S) E QUE SÃO PERMITIDAS AS ALTERAÇÕES NECESSÁRIAS A COMPLEMENTAR A EXPORTAÇÃO, EXCETO:  (DEVERÁ O BANCO CITAR, EXPRESSAMENTE, QUANTOS IMPEDIMENTOS RELATIVOS A CARTA DE CRÉDITO, TAIS COMO: EMBARGOS PARCELADOS, PRAZOS PARA EMBARQUE, EMPRESAS TRANSPORTADORAS, ETC.). BANCO NEGOCIADOR:
NÚMERO	DATA	TAXA	MOEDA ESTRANGEIRA	VENCIMENTO	
EXPORTAÇÃO EM CONSIGNAÇÃO A TERMO DE RESPONSABILIDADE Nº 27-86/1, DE 23.01.86.-					

CORRETOR **Praca de Contratação do Câmbio Campinas (SP)**

CAMBIO DE EMBARQUE - CACEX		A CARTEIRA DE COMÉRCIO EXTERIOR DO BANCO DO BRASIL S.A. CONCEDE A PRESENTE GUIA DE EXPORTAÇÃO <b>BANCO DO BRASIL S.A.</b>	
DATA DO EMBARQUE		Data de São Paulo (interior)	
TOTAL		TOTAL	
PESO LÍQUIDO		PESO LÍQUIDO	
PESO BRUTO		PESO BRUTO	
FISCALIZADO E DESPACHADO PARA EMBARQUE		Em Luís RIBEIRO	
FISCALIZADO E DESPACHADO PARA EMBARQUE		FISCALIZADO E DESPACHADO PARA EMBARQUE	

IMPORTADOR <b>FULGORIS OF FLORIDA, INC.</b>	ENDEREÇO <b>16.772 NORT E., 5th., AVE. NORT MIAMI BEACH, FLA., 33162 U.S.A.</b>	FAVORECIDO <b>Não há</b>	EM C/ GRAFICA	DEBZ. FA- TURA	A REMETER
--	--	-----------------------------	---------------	----------------	-----------



# TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

☐ P.O. BOX 29 - 17 230-ITAPUI (SP) - BRAZIL  
☎ (146) 64-1256 ☐ (142) 553 TDET BR

## FACTURA PROFORMA PROFORMA INVOICE

Origen de la Mercaderia  
ORIGIN OF MERCHANDISE **BRASIL**

Itapui - Brazil June/ 18th., 1986. /

Nº 145/86/A

Importador  
IMPORTER **U.S.G. UNITED STATES GRAPHIC**

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX **11375**

Pais  
COUNTRY **U.S.A.**  
Ciudad  
CITY **Beverly Hills,  
CA 90213**

Consignatario  
CONSIGNEE **A DESIGNAR**

Dirección  
ADDRESS

Apartado Postal  
P.O. BOX

Pais  
COUNTRY  
Ciudad  
CITY

Pedido  
ORDER

Embarque Via  
SHIPPED VIA **ATR FREIGHT**

Condiciones de la Venta  
SELLING CONDITIONS **FOB**

Flete  
FREIGHT **COLLECT**

Forma de Pago  
TYPE OF PAYMENT **PREPAYMENT**

Seguro  
INSURANCE

Puerto de Embarque  
PORT OF SHIPMENT

Puerto Desembarque  
PORT OF DISCHARGE

Embalaje  
PACKING **wood box**

Total Peso Neto kg  
TOTAL NET WEIGHT

Total Peso Bruto kg  
TOTAL GROSS WEIGHT

Cantidad de Volúmenes  
QUANTITY OF PACKAGES

Observaciones  
OBSERVATIONS

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price US\$	
				Unitario /UNIT	TOTAL
			Description on sheet anexed No. 01		156.09
			Description on sheet anexed No. 02		170.81

Exportador / Exporter

**TRIDENT S.A. IND. DE PRECISAO**

**SÉRGIO DEL PORTO NEGRAES**  
Export. Director

Conforme/According

Marcas / Marks

Plazo de Embarque/Term of Shipment  
**Immediately date receipt check**

Suma AMOUNT	FOB US\$	326.90
Flete Total TOTAL FREIGHT	US\$	.X.X.X
Seguro INSURANCE	US\$	.X.X.X
TOTAL	FOB US\$	326.90

LAS MERCADERIAS VIAJAN POR CUENTA, ORDEN Y RIESGO DEL IMPORTADOR.



TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

FACTURA PRO-FORMA DE EXPORTACIÓN  
PRO-FORMA INVOICE

COPY

Nº 145/86/A

Hoja/Sheet. 01

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price - US\$	
				Unitario /UNIT	TOTAL
01	A-2	01	Template		1.60
01	A-7	02	"		1.00
01	A-29	03	"		2.33
01	D-12	04	"		2.43
01	E-25	05	"		1.70
01	E-1	06	"		1.60
01	E-4	07	"		1.58
01	E-22	08	"		2.04
01	H-1	09	"		2.39
01	4307	10	"		1.19
01	4383	11	"		0.98
01	4379	12	"		0.76
01	Combi I	13	Lettering Trinor		3.33
1	AT-S	14	" " Sanitarios Plumbing		3.00
01	202	15	Scriber		4.04
01	901-3L	16	Trinor Lettering Set		58.26
01	TL-30	17	Trilet Guide		1.36
01	TL-D3	18	Trilet Line		1.24
01	TL-D10	19	" "		1.08
01	TL-P10	20	" "		1.68
01	TL-OV5	21	" "		1.38
01	TL-R7	22	" "		1.39
01	TL-QE 10	23	" "		1.68
01	TL-A12	24	" "		1.68
01	TL-SD 12	25	" "		1.68
01	NO-D5	26	Lettering Template		1.10
01	NO-D12	27	" "		1.42
01	NO-P3	28	" "		1.24
01		29	Technical pen set with 9 pens Desograph		13.23
01		30	" " " " " " Triograph		13.23
01	1526	31	Triangles		0.95
01	1526	32	"		1.06
01	1526	33	"		0.86
01	2626	34	"		0.97
01	3526	35	"		1.28
01	3626	36	"		1.45
01	4526	37	"		0.90
01	4626	38	"		1.00
01	4725	39	Adjustable Triangle		4.82
01	6115	40	Protractor		1.06
01	8315	41	"		1.35
01	1119	42	French curve		1.49
01	OP-30 cms.	43	PVC Ruler		0.26
01	TR-30 cms.	44	" "		0.26
01	OP-30 cms.	45	Molegata ruler		0.22
01	TR-30 cms.	46	" "		0.22
01	Nº 1-30 cms.	47	Professional ruler		1.69
01	FER-6" E	48	Machinist scales wide 6"		0.16
01	FER-6" L	49	" " " "		0.13
01	FER-8" L	50	" " " 8"		0.14
01	AC-30 cms.	51	Acrylic ruler		0.52
01	7130	52	" "		0.85
01	7230	53	" "		0.94

Conforme  
ACCORDING

Exportador  
EXPORTER

TRIDENT S.A. IND. DE PRECISION

EXPORTER INDUSTRIAL PORTO ALGARVES  
L. 2011-03-01

Suma  
AMOUNT

US\$

156.09



TRIDENT S.A.

Manufacturers of drawing, drafting and surveyors supplies

FACTURA PRO-FORMA DE EXPORTACIÓN  
PRO-FORMA INVOICE

COPY

Nº 145/86/A

Hoja/Sheet 02

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price - US\$	
				Unitario /UNIT	TOTAL
01	SLA-30cm.	54	Parallel ruler		2.70
01	3410	55	Graduated Parallel ruler for marine charts		4.74
01	5805	56	T square		2.25
01	5305	57	T square		1.89
01	5405	58	T square		3.12
01	5505	59	T "		2.49
01	5605	60	T "		3.72
01		61	Wooden board size 34x24 with parallel SL-SF-63 (sample)		16.00
01	421	62	Telescopic leveling rod (sample)		24.36
01	8505	63	Brief case portable minitrac drafting machine		19.20
01	PME-40	64	Wooden pantograph		2.39
1		65	Technical pen set trio No. 02/04/06		5.18
01	EB-5	66	Pocket scale		0.58
01	ME-15	67	Mini scale 15cms.		0.68
01	425	68	Folding wooden rod		37.01
01	551	69	Angle iron level		5.75
01		70	The executive white board (sample 30x30)		1.00
04		71	Board ink markers	0.93	3.72
01	4002	72	Portable drawing board stand kit		14.75
01		73	Quick parallel glider		4.26
01	4.0	74	Compass attachment - ADP 4.0		0.46
01	8.5	75	Reservoir pen compass adaptor - ART 3.5		0.56
01	9000	76	Compass		4.21
01	9001	77	"		3.87
01	9002	78	"		3.00
01	9003	79	"		2.44

Conforme  
ACCORDING

Exportador  
EXPORTER

TRIDENT S.A. IND. DE PRECISIONES  
Suma  
AMOUNT  
SERGIO DEL PORTO NEGRAS  
Export Director

US\$

170.81



Desetec



TRIDENT S.A.

INDÚSTRIA DE PRECISÃO

MANUFACTURERS OF DRAWING INSTRUMENTS

P. O. Box 29 - 17.230 - ITAPUL - S. P. - BRAZIL

Cable Address: "TRIDENT" - SÃO PAULO - S.P. - BRAZIL

FACTURA PROFORMA DE EXPORTACIÓN  
PROFORMA INVOICE

Nº  
10984I

FECHA February  
DATE 14th., 1984

IMPORTADOR MORSE GRAPHIC ART SUPPLY CO.  
IMPORTER

DIRECCIÓN 1938 Euclid Avenue  
ADDRESS

APARTADO POSTAL  
P. O. BOX

CIUDAD CLEVELAND  
CITY OHIO 44115

ESTADO  
STATE

PAIS USA  
COUNTRY

CONSIGNATARIO  
CONSIGNEE

DIRECCIÓN  
ADDRESS

CIUDAD  
CITY

PAIS  
COUNTRY

MARKS/MARCAS  
MORSE GRAPHIC ART  
SUPPLY CO.  
Cleveland, OHIO 44115  
USA.

COPY

ORIGEN DE LA MERCADERIA  
ORIGIN OF MERCHANDISE BRASIL São Paulo

EMBARQUE VIA Ocean Freight  
SHIPPED VIA

PUERTO DE EMBARQUE SANTOS (SP)  
PORT OF SHIPMENT

PUERTO DE DESEMBARQUE BALTIMORE  
LANDING PORT

CONDICIONES DE VENTA C&F  
SELLING CONDITIONS

PEDIDO No. 552 - 01/25/84  
ORDER

FORMA DE PAGO IRREVOCABLE LETTER OF CREDIT AT SIGHT  
WAY OF PAYMENT

TERM OF SHIPMENT  
PLAZO DE EMBARQUE 45 days date receipt letter of credit.

OBSERVACIONES  
OBSERVATIONS INSURANCE: at destination

CANTIDAD QUANTITY	REF.	ITEM	DESCRIPCION DESCRIPTION	PRECIO US\$	
				UNIDAD UNIT	TOTAL
			DESCRIPTION SHEET ANNEXED NO. 01		7,545.72
			Internal freight and port charges		200.00

LAS MERCADERIAS VIAJAN POR CUENTA, ORDEN Y RIESGO DEL IMPORTADOR.

EMBALAJE wooden boxes  
PACKING

CANTIDAD DE VOLUMENES  
QUANTITY OF PACKAGES

PESO NETO 3,672 Kgs.  
NET WEIGHT KG

PESO BRUTO 4,700 Kgs.  
GROSS WEIGHT KG

CONFORME  
ACCORDING

TRIDENT S.A. IND. DE PRECISÃO

EXPORTADOR  
EXPORTER

SUMA F. O. B. US\$ 7,745.72  
AMOUNT

FLETE TOTAL 962.24  
TOTAL FREIGHT US\$

SEGURO x.x.x.x.  
INSURANCE US\$

TOTAL C&F 8,707.96  
US\$

SÉRGIO DEL PORTO NEGRAES  
Export. Director



Deselec



TRIDENT S.A.

INDÚSTRIA DE PRECISÃO

ARTIGOS PARA DESENHO, ENGENHARIA, PINTURA e PROPAGANDA

Caixa Postal, 29 - 17.230 - ITAPUI - S.P. - BRASIL - Endereço Telegráfico "TRIDENT"

Nº 10984I

Nº 01

FECHA February  
DATE 14th., 1984

FACTURA PRO-FORMA DE EXPORTACIÓN  
PRO-FORMA INVOICE

ANEXO

CANTIDAD QUANTITY	REF.	ITEM	DESCRIPCION DESCRIPTION	PRECIO PRICE US\$	
				UNIDAD UNIT	TOTAL
3	1149	01	Curves set 90.16.05.99	27.24	81.72
3	1150	02	Highway Curves	65.65	196.95
6	1170	03	Naval curves	76.86	153.72
6	5518	04	"T" squares	2.37	14.22
18	5524	05	" " 5mm	2.61	46.98
24	5530	06	" " "	3.02	72.48
18	5536	07	" " 90.16.16.99	3.50	63.00
9	5542	08	" " "	4.12	37.08
6	5548	09	" " "	4.74	28.44
12	4806A	10	Drawing Board	43.01	516.12
6	4810A	11	" " "	52.48	314.88
	Mod.2	12	Drawing tables with drawing board 100x80 cms.	75.49	905.88
3	Mod.3	13	Drawing tables with drawing board 150x100 cms. 90.16.12.00	137.81	413.43
2	Mod.5	14	Drawing tables with drawing board 180x110 cms.	164.47	1,973.64
6	Mod.4	15	Drawing tables with drawing board 150x100 cms.	137.81	826.86
12	Mod.A	16	Swivel Stool for Drawing Tables	14.81	177.72
18	M33	17	Drawing tables	40.00	720.00
18	M34	18	" " "	34.00	612.00
18	M31	19	" " "	13.00	234.00
36	P46	20	Painting Easel	3.10	111.60
3	M35	21	Auxiliary tables	15.00	45.00

exp. 300.00

un. T.

uso

921,09

ce

Total

uso

7.745,72

ce

ONFORME  
CORDING

EXPORTADOR  
EXPORTER

TRIDENT S.A. IND. DE PRECISÃO

SÉRIO DEL PORTO NEGRAES

Export Director

SUMA  
AMOUNT US\$

7,545.72



(1) SHIPPER'S EXPORTER (COMPLETE NAME AND ADDRESS)

TRIDENT S.A. INDUSTRIA DE PRECISÃO

(3) CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)

FIRST FIDELITY BANK NA NEW JERSEY NEWARK  
NEW JERSEY - U.S.A.

(4) NOTIFY PARTY (COMPLETE NAME AND ADDRESS)

NATIONAL ART INDUSTRIES INC  
3 PEARL COURT, ALLENDALE  
NEW JERSEY 07401 - USA/PHONE 201-825.8686  
AND HUDSON SHIPPING ATTN. SAUL FEDERMAN  
90 WEST STREET, NEW YORK NY 10006

(12) PRE-CARRIAGE BY (MODE) \*

(13) PLACE OF INITIAL RECEIPT \*

(14) VESSEL VOY

AMERICAN RESOLUTE

(15) PORT OF LOADING

SANTOS

(10) PIER-TERMINAL

DATE

(16) PORT OF DISCHARGE

NEW YORK

(17) PLACE OF DELIVERY BY ON CARRIER \*

(11) TYPE OF MOVE IF MIXED USE BLOCK 20 AS APPROPRIATE

## PARTICULARS FURNISHED BY SHIPPER

PKGS & NOS / CONTAINER NOS (18) -	NO OF PKGS (19)	DESCRIPTION OF PACKAGES AND GOODS (20)	GROSS WEIGHT (21)	MEASURE (22)
BRASIL TRIDENT S/A INDUSTRIA DE PRECISÃO ARTTEC ALLENDALE - NEW JERSEY - U.S.A. No.4704 to 4721  MESQUITA S/A Transp. e Serviços	-18-	WOODEN BOXES CONTAINING: WOODEN PANTOGRAPHS AND WOOD + ACRYLIC T-SQUARES  IRREVOCABLE CREDIT 8613/85 DO April 19, 1985 TO ORDER OF FIRST FIDELITY BANK NEW JERSEY NEWARK  CLEAN ON BOARD FREIGHT COLLECT GE Nº 27-85/103-1 INVOICE NR. 110/85	1.445	10,47

(23) DECLARED VALUE \* IF SHIPPER ENTERS A VALUE, CARRIERS  
"PACKAGE" LIMITATION OF LIABILITY DOES NOT APPLY AND THE AD VALOREM RATE WILL BE CHARGED

(24) FREIGHT PAYABLE AT/ BY

DESTINATION

RATE OF EXCHANGE

FREIGHT CHARGES	RATED AS	PER	RATE	PREPAID IN U.S.	COLLECT IN U.S.	LOCAL CURRENCY
126942	10.478	m	72.00		759.66	
	RK	23.590			178.53	
					938.19	

THIS BILL OF LADING IS SUBJECT TO THE APPLICABLE TARIFF, THE TERMS ON THE REVERSE SIDE  
HEREOF AND TO THE CARRIER'S REGULAR LONG FORM BILL OF LADING IN WITNESS WHEREOF 3  
BILLS OF LADING HAVE BEEN EXECUTED ALL OF THE SAME TENOR AND DATE, ONE OF WHICH  
BEING ACCOMPANIED, THE OTHERS STANDING VOID

TOTALS ▶

35  
B/L NOSHIPPED ON BOARD  
08 MAI 1985  
ON

APPLICABLE ONLY WHEN USED FOR MULTIMODAL TRANSPORT

VERCIO SUGARC  
CPF 609.480.888

Copy Not Negotia

PARA PREENCHIMENTO PELA CACEX

EXPORTADOR TRIDENT S.A. INDÚSTRIA DE PRECISÃO  
ENDEREÇO Distrito Industrial s/nº - ITAPUI (SP)

CGC - CARIMBO PADRONIZADO DO

50029602/0001.

TRIDENT S/A  
INDÚSTRIA DE PRECISÃO  
DISTRITO INDUSTRIAL S/Nº  
CEP 17.230  
ITAPUI - SP

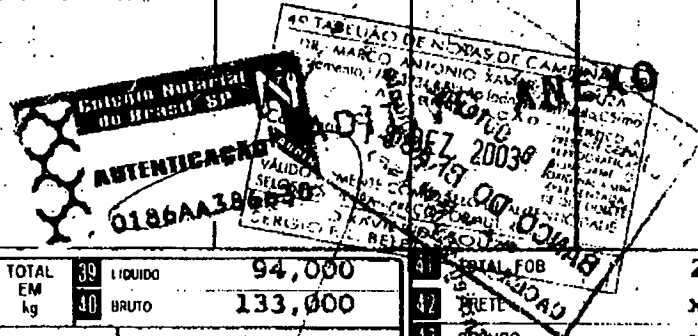
PAIS DE DESTINO	8 CÔD	9 MODALIDADE DE PAGAMENTO	10 CÔD	11 EMBARQUE	12 CÔD
ESTADOS UNIDOS	2496	Correção à vista	8206	Campinas (SP)	41025
ESTADO PRONOTOR	13 CÔD	14 CACEX	15 DESTINO	16 CACEX	
SÃO PAULO	418		Corwalk California		
17 DATA DA VENDA	18 CÔD	19 CACEX	20 CACEX		
08.08.84					

21 ARMADOR OU EMPRESA TRANSPORTADORA	22 NOME DA EMBARCAÇÃO	23 VIA DE TRANSPORTE	24 CÔD	25 BANDEIRA TRANSP. PORTADORA	26 CÔD	27 CACEX	28
VABIG S/A.		Aérea	43	BRASILEIRA	1058	4062	3634

29 VOLUMES	30 MERCADORIAS (SE CLASSIFICADAS EM MAIS DE UM ITEM, OBRIGATÓRIO PREENCHIMENTO MODELO 034.0634 (ANEXO))	31 NBM	32 NABALALC	33	34 PESO LÍQUIDO EM kg	35 VALOR FOB EM MOEDA ESTRANGEIRA	36 CÔD	37
02	Caixa de madeira	VIDE	ANEXO		94,000	Conforme relação do anexo No. 01.	2.228,6	

BRASIL

Trident S/A Indústria de Precisão



38 MARCAÇÃO DE VOLUMES E NÚMEROS	39 TOTAL EM kg	40 LÍQUIDO	41 BRUTO	42 TOTAL FOB	43 FRETE	44 SEGURO	45 SOMA	46 DEDUÇÕES: COMISSÃO	47 TOTAL	48 VALOR FOB EM CR\$
BT NABE, J. VA & SONS, NORWALK, CALIF. 90650-U.S.A. Nº6665 e 6667	94,000	94,000	133,000	2.228,6	X.X.X.X	X.X.X.X	2.228,6	222,8	2.005,8	
49 POR CONTA DO: Importador	50 PAGAVEL NO: Exterior	51 Exterior								
52 NOVOBATE e quatro quilos.	53 PESO BRUTO (EXTENSO)									
	Cento e trinta e tres quilos.									

54 CONTRATO(S) DE CÂMBIO APLICADO(S)	55 DECLARAÇÃO DE CÂMBIO
NÚMERO DATA TAXA MOEDA ESTRANGEIRA VENCIMENTO	DECLARAMOS, SOB AS PENAS DA LEI, A EXISTÊNCIA DO(S) CONTRATO(S) DE CÂMBIO, AO LADO INDICADO(S) E QUE SÃO PERMITIDAS AS ALTERAÇÕES CESSARIAS A COMPLEMENTAR A EXPORTAÇÃO, EXCETO...
	(DEVERÁ O BANCO CITAR, EXPRESSAMENTE, QUALQUER IMPEDIMENTO LATENTE À CARTA DE CREDITO, TAIS COMO EMBARGOS PARCELADOS, PRO PARA EMBARQUE, EMPRESAS TRANSPORTADORAS, ETC.)

56 CORRETOR	57 PRACA DE CONTRATAÇÃO DO CÂMBIO
Não há.	Campinas (SP)

58 AVERBAÇÃO DE EMBARQUE	59 A CARTEIRA DE COMÉRCIO EXTERIOR DO BANCO DO BRASIL S. A. CONCEDE A PRESENTE G
DATA DO EMBARQUE 31/8/84	DE EXPORTADOR
PARCIAL 1 TOTAL 2	
60 VOLUMES	61 FISCALIZAÇÃO DE EMBARQUES
62 PESO LÍQUIDO	
63 VALOR FOB	
ERNESTO DE JESUS	
15035 Pioneer Boulevard	

64 IMPORTADOR	65 REPRESENTAÇÃO DO AGENTE
BT NABE, J. VA & SONS	10
15035 Pioneer Boulevard	Erriuga Representações
CEP 04.000 59626	

EXPORTADOR **TRIDENT S/A. INDUSTRIA DE PRECISAO**  
ENDEREÇO **DISTRITO INDUSTRIAL S/RS - ITAPUI (SP)**

CGC - CARIMBO PADRONIZADO C  
**50029602/0001-**

PAIS DE DESTINO <b>ESTADOS UNIDOS</b>	COD. <b>249</b>	MODALIDADE DE PAGAMENTO <b>Cobrança (a- guas até 90 dias) 823</b>	COD. <b>823</b>	EMBARQUE <b>Campinas-SP 6102</b>	COD. <b>6102</b>
ESTADO PROMOTOR <b>SÃO PAULO</b>	COD. <b>249</b>	COM. DE VENDA <b>FOR. OF. CMF 12</b>	DATA DA VENDA <b>05.11.82</b>	TRANSITO <b>CACEX</b>	CACEX
DESTINO <b>New York</b>	CACEX	DISTRITO INDUSTRIAL, S. DISTRITO INDUSTRIAL - CEP 17 ITAPUI - S. P.			

ARMADOR OU EMPRESA TRANSPORTADORA <b>a designar FLYING TIGER</b>	NOME DA EMBARCAÇÃO <b>a designar</b>	VIA DE TRANSPORTE <b>Aérea</b>	COD. <b>249</b>	BANDEIRA TRANS. PORTADORA <b>AMERICANA</b>	COD. <b>249</b>	CACEX <b>023- 5702 5573</b>
---	---	-----------------------------------	--------------------	---	--------------------	--

VOLUMES		MERCADORIA (SE CLASSIFICADAS EM MAIS DE UM ITEM, OBRIGATORIO PREENCHIMENTO MODELO CONCEX-B (ANEXO))		PESO LIQUIDO		VALOR FOB EM MOEDA ESTRANGEIRA	
QUANTIDADE	ESPECIE	NBM	NABALAC	EM	UNITARIO	TOTAL	
01	Caixa de 24 folhas	90.14.14.02	90.14.1.01	7,200	5,00	750,	
		CONTENDO: Instrumentos de desenho, traçado e calculo. 150 folhas para formulários contínuos de cálculos.  Despesas diversas				20,	
BRASIL		FABRICANTE O EXPORTADOR					

MARCAÇÃO DE VOLUMES E NUMEROS <b>STYRIA STUDIO</b> <b>426 BROOME STREET</b> <b>NY 10013 VIA AIR</b> <b>CARGO</b> <b>Nº 11245</b>	TOTAL EM kg <b>7,200</b>	LIQUIDO <b>7,200</b>	BRUTO <b>7,200</b>	POR CONTA DO: <b>Exportador</b>	PAGAVEL NO: <b>País</b>
FRETE <b>Frete avulso e despesas extras - Nove mil e setecentos e cinquenta e sete cruzeiros</b>					

CONTRATOS DE CAMBIO APLICADOS				
NUMERO	DATA	TAXA	MOEDA ESTRANGEIRA	VENCIMENTO
A CONTRATAÇÃO DE CAMBIO SERA FEITADA ATÉ 10 DIAS ÚTIS ANTES DO DEPARTAMENTO DA EMBARCAÇÃO				

CORRETOR <b>a designar</b>	PRACA DE COMERCIO DO CAMBIO <b>São Paulo/SP</b>
EMBARQUE TOTAL Banco de Brasil S/A - As Contas (Campinas-SP)	
CACEX/SAXP	
107 JAN 1983	
Joaquim Rodrigues dos Santos Ass. de Superv. em embarques	
Fiscal do Embarque	

IMPORTADOR <b>STYRIA STUDIO, INC.</b> <b>426 Broome Street, New York,</b> <b>N.Y. 10013 U.S.A.</b>	COMISSÃO DO AGENTE <b>Não há</b>
---	-------------------------------------

IMPORTADOR <b>STYRIA STUDIO, INC.</b> <b>1040 WYVIEW DRIVE SUITE 212</b> <b>PORT LAUDERDALE FLORIDA -U.S.A.</b>	COMISSÃO DO AGENTE <b>Não há</b>
--	-------------------------------------

EXHIBIT D

EXHIBIT E

Lima, 23 de Octubre de 1,989

Señores  
TRIDENT S.A.  
P.O.Box 29  
17.230 ITAPUI (SP)  
BRASIL.-

De mi consideración:

Por la presente afianzo en forma solidaria a la empresa SELECT IMPORT & EXPORT CORPORATION de Fort Lauderdale-Florida, Estados Unidos de Norte América, hasta por la suma de US\$200,000.00 (DOSCIENTOS MIL DOLARES AMERICANOS), que estos adeuden o puedan adeudar en el futuro a favor de TRIDENT S.A. del Brasil, por concepto de facturas o cuentas pendientes correspondientes a embarques de mercadería realizadas por ustedes a SELECT IMPORT & EXPORT CORPORATION de Estados Unidos de N.A.

Afianzo solidariamente también las eventuales renovaciones de todas las obligaciones precisadas en la presente.

El plazo de mi fianza es indefinida y me comprometo a avisarles con seis meses de anticipación cuando ponga término a la fianza.

Muy Atentamente,



HERBERT MOEBIUS CASTAÑEDA

CERTIFICO que don Herbert Moebius  
Castañeda..... con L. E. No 07854154

Manifiesta que la firma de este documento es suya:

ALBERTO  
FLOREZ  
BARRON

NOTARIO DE LIMA

ALBERTO FLOREZ BARRON

NOTARIO DE LIMA







TRIDENT  
OF NORTH AMERICA  
PH. 305-563-1117  
3900 GALT OCEAN DR., STE. 1701  
FORT LAUDERDALE, FL 33308

3068

TRIDENT S.A.  
P.O. BOX 29  
17.230 ITAPUI  
SAO PAULO BRA -

INVOICE

TRIDENT S.A.  
P.O. BOX 29 17.230 ITAPUI  
SAO PAULO, BRASIL

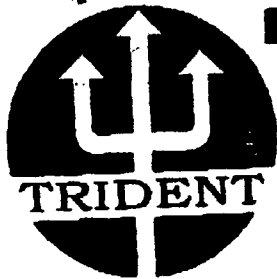
DATE 06/29/93 NUMBER 629934 PAGE 1 DUE DATE 07/29/93

SHIP VIA SEA FREIGHT FOB MIAMI TERMS 0/ 30/ N30 YOUR # 0629934 OUR # 0629934

DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	EXTENDED PRICE
THE NEW TAOS EASEL Item # 999999	1.000	1.000	25.0000	25.00
THE COLLAPSIBLE CHIMAYO EASEL Item # 999999	1.000	1.000	28.0000	28.00
SANTA FE I EASEL Item # 999999	1.000	1.000	36.0000	36.00
THE PORTABLE COLLAPSIBLE W/WHE Item # 999999	1.000	1.000	32.0000	32.00
A-BEST STUDIO EASEL Item # 999999	1.000	1.000	18.0000	18.00
SAMPLE--NO COMMERCIAL VALUE				

SUB TOTAL	139.00
TAX	0.00
TOTAL	139.00
PAYMENT	
NET TO PAY	139.00





# TRIDENT S.A.

✉ P. O. BOX, 29 - CEP 17230-000 - ITAPUI - SP



(14) 664-1611



(14) 664-1454



www.trident.com.br  
trident@trident.com.br

ITAPUI (SP), 20 DE SEPTIEMBRE DE 2001

DE: TRIDENT INDUSTRIA DE PRECISÃO LTDA.  
P/- SELECT IMPORT & EXPORT, CORP.

ATN: HERBERT E. MOEBIUS

REF. FACTURA 034/00 US\$57.150,10 Y FACTURA 016/01 US\$408,00

ESTIMADO HERBERT,

ÉS NECESARIO QUE CANCELE LAS PENDENCIAS ARRIBA MENCIONADA URGENTE, ESTE ATRAZO DE UDS. ESTAN CAUSANDO NOSOTROS MUY PREJUCIOS, NO ESTAMOS PODRENDOS EXPORTAR Y YÁ ESTAMOS CON DIFICULTAD PARA LEVANTAR CRÉDITO EN BANCO DO BRASIL, BANESPA Y SUDAMERIS; LOS BANCOS QUE OPERAN CON CAMBIO. YÁ USAMOS TODOS LOS ARGUMENTOS POSIBLES Y DISPONIBLES PARA JUSTIFICAR EL ATRAZO, NO TIEMOS MAS CONDICIÓN DE JUSTIFICAR NUEVOS ATRAZO.

CONTAMOS CON SU COLABORACIÓN, SOLICITANDO LES QUE INFORMENOS LO QUE PODRE SER HECHO

ATENTAMENTE,

  
NATAL ALONSO SEGATO//  
DIRECTOR FINANCIERO

TRIDENT I.TDA.



**CABALLETE MOD. 14.204**

Junta (A) y (B) con dos tornillos de 25 mm. VER FIG. (1)

Junta o una los travesaños (3) y (4) con las patas (1) derecha/izquierda con cuatro tornillos de 45 mm. y tambien las clavijas. Colocar el asta (5) con dos tornillos de 35 mm. Junta el conjunto de la Fig. (1) y el soporte (6) en la asta (5). <sup>1000</sup> Esto debe ser hecho con el caballete en la posición horizontal.

Colocar la pata trasera (2) con cuatro tornillos de 13 mm. en la bisagra, ver Fig. (2)  
Coloque los dos ganchos y la cadena.

**CABALLETE MOD. 14.203**

Junta (A) y (B) con dos tornillos de 25 mm. Ver Fig. (1)

Coloque el conjunto de la Fig. (1) en el asta (5) y enseguida junta los travesaños (3) y (4) con el asta (5) y las clavijas.

Todo esto debe ser hecho en la posición horizontal.

Despues colocar las piernas (1) derecha/izquierda con cuatro tornillos de 45 mm. y las clavijas.

Colocar la pata trasera (2) con cuatro tornillos de 13 mm. en la bisagra.  
Ver Fig. (2)

Coloque los dos ganchos y la cadena.

**CABALLETE MOD. 14.232**

Junta (A) y (B) con dos tornillos de 25 mm.

Enseguida (A) y (C) con un tornillo de 45 mm. y las dos clavijas.

Encaje el soporte (D) y aprete la mariposa.

Coloque el cierre (E) con cuatro tornillos de 12 mm. ver Fig. (1)

Junta (6) y (4) con dos tornillos de 35 mm.

Antes de montar el cuadro del caballete, junta el conjunto de la Fig. (1) pasando el asta (C) por la guia (6) y enseguida encaje la guia (A) en el soporte (6)

Juntando enseguida el travesaño (3). Ver Fig. (2)

Todo esto debe ser hecho con el caballete en la posición horizontal.

Despues coloque las patas (1) derecha/izquierda, con cuatro tornillos de 45 mm. y las clavijas.

Colocar la pata trasera (2) con cuatro tornillos de 13 mm. en la bisagra y luego coloque los dos ganchos y la cadena. Ver Fig. (3)

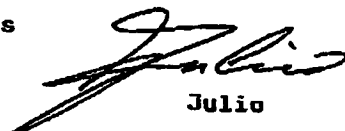
Los travesaños (3) y (4) deben ser montados segun detalle para una mejor firmeza del caballete, y coloque unas gotas de cola en las perforaciones de las clavijas. Ver Fig. (8). El kit de armado viene con una pequeña bolsita (sachet) de cola.

**HERBERT:**

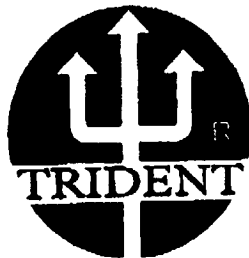
Te pido por favor de traducir esto para el ingles. Son las instrucciones de los nuevos caballetes economicos. Si fuera posible en el dia de hoy mucho te lo agradecaria, por que tengo que pasarlo para la imprenta para poner estas instrucciones en los nuevos caballetes:

Mañana de paso la nueva Proforma del pedido definitivo.

Gracias

  
Julio





# TRIDENT S.A.



P.O. BOX, 29 - CEP 17230-000 - ITAPUÍ - SP



(14) 664-1611



(14) 664-1454



www.trident.com.br

trident@trident.com.br

ITAPUÍ 24 DE OUTUBRO DE 2001

À

TRIDENT USA

SR. HERBERT E MOERIUS

ASSUNTO:- SEU FAX DATADO 23/10/2001

PREZADO SENHOR

DEPOIS DE ANALIZAR O CONTEUDO DE SEU FAX, NÃO TENHO DUVIDAS EM AFIRMAR QUE O MERCADO AMERICANO É MUITO DIFICIL E COMPETITIVO A PONTO DE VIRAR UMA BATALHA. PESSOALMENTE NÃO CONHEÇO O FABRICANTE QUE ESTA MENCIONADO NO SEU RELATO, EMBORA JÁ TENHA VISTO EM REVISTAS AMERICANAS ESSE NOME.

QUANTO A ESTA VENDA POR FORA QUE MENSIONAS, É UM TREMENDO ABSURDO, NÃO PRECISAMOS USAR DESTE EXPEDIENTE PARA CONCRETIZAR NOSSAS VENDAS. SE NOSSOS PRODUTOS CHEGARAM NESTE MERCADO, FORAM EXPORTADOS POR ALGUM DE NOSSOS CLIENTES NO BRASIL, QUE ESTÃO REGISTRADOS COMO IMPORTADORES E EXPORTADORES, SENDO QUE NESTE CASO, NÃO PODEMOS INTERFERIR, PELO CONTRÁRIO ACHAMOS MÉRITO DELES, OU DOS PRODUTOS. COM RESPEITO A REPARAR NOSSAS RELAÇÕES, NÃO VEJO SENTIDO NESTA COLOCAÇÃO QUE NOS QUEREM PENALIZAR. NESSE CASO A QUANTIDADE SOLICITADA É ZERO.

APROVEITO A OPORTUNIDADE PARA UMA AVALIAÇÃO DO DESEMPENHO DA TRIDENT USA, COMO NOSSO DISTRIBUIDOR:- LEVANDO-SE EM CONTA O POTENCIAL DO MERCADO AMERICANO, QUE VIVEU NOS ÚLTIMOS ANOS UMA ECONOMIA SEMPRE CRESCENTE:- (DESEMPENHO RUIM.)  
VEJA OS NÚMEROS ABAIXO

EM 1995 EXPORTAMOS PARA TRIDENT USA US\$ 224.403,28.

EM 1996 EXPORTAMOS PARA TRIDENT USA US\$ 423.694,03.

EM 1997 EXPORTAMOS PARA TRIDENT USA US\$ 302.417,30.

EM 1998 EXPORTAMOS PARA TRIDENT USA US\$ 244.501,46

EM 1999 EXPORTAMOS PARA TRIDENT USA US\$ 154.526,52.

EM 2000 EXPORTAMOS PARA TRIDENT USA US\$ 236.700,81.

EM 2001.....

JÁ COMENTEI EM OUTRA OPORTUNIDADE, QUE O MERCADO AMERICANO TEM MUITO MAIS POTENCIAL QUE APENAS ISSO. É SÓ. NADA MAIS A RELATAR, SUBSCREVO-ME,

ATENCIOSAMENTE

TRIDENT S/A  
PAULO NEGRAES

7395 Pioneer Road, West Palm Beach, FL 33413  
Phone: (561) 615-9989 Fax: (561) 615-0082  
E-mail: [tridentart@eudoramail.com](mailto:tridentart@eudoramail.com)  
[www.tridentart.com](http://www.tridentart.com)

**TRIDENT**

# Fax

**To:** Sr. Paulo Negraes**From:** Sr. Herbert E. Moebius**Fax:** 01155146641454**Pages:** 1**Phone:** 01155146641611**Date:** October 24, 2001**Re:** Contrato

## URGENTE

Estimado Sr. Negraes:

Yo estoy de acuerdo con usted, si a un exportador en Brasil se le ocurre enviar la mercadería a Estados Unidos, no hay mucho que se pueda hacer.

También estoy de acuerdo con usted sobre las ventas bajas para un país como los Estados Unidos, sino fuera así, no estaríamos dirigiéndonos al Show de Shopa. Esto demuestra claramente que estamos haciendo lo posible por abrir otras rutas de ventas en USA.

Usted tiene que ver mi posición al ver que la compañía que más daño nos ha ocasionado durante años, presenta nuestros cavalletes como que si el los estuviera fabricando.

Razones por las cuales las ventas no crecen:

- 1- Las ventas no se han incrementado porque la gran mayoría de compañías en USA ya no importan contenedores desde hace más de 8 años atrás. La compañía TARA que era una de las más grandes fabricantes de cavalletes, dejó de fabricarlos.
- 2- Nadie quiere invertir en inventarios grandes.
- 3- Los únicos que importan contenedores hoy en día son los distribuidores y representantes en USA como nosotros.
- 4- Los distribuidores tienen que mantener un local, gente para despachar y un inventario muy grande de todos los productos para atender al cliente el cual compra 5, 10, 20 o a veces 30 piezas diferentes. Todo esto hace que el producto se haga mucho más caro.
- 5- El haber tenido solo cavalletes para la venta y artículos de dibujo y diseño no ha ayudado. Con la computadora, todos esos negocios han muerto.





# TRIDENT S.A.



P.O. BOX, 29 - CEP 17230-000 - ITAPUÍ - SP



(14) 664-1611



(14) 664-1454



[www.trident.com.br](http://www.trident.com.br)

[trident@trident.com.br](mailto:trident@trident.com.br)

ITAPUÍ 26 DE OUTUBRO DE 2001

À  
TRIDENT USA  
SR. HERBERT E MOEBIUS

ASSUNTO:- SEU FAX DATADO 24/10/2001

PREZADO SENHOR

SOMENTE HOJE PUDE RESPONDER SEU FAX DE 24 PRÓXIMO PASSADO APÓS TER LIDO-O COM ATENÇÃO:-

EU COMPREENDO TODAS AS SUAS PRERROGATIVAS SOBRE AS DIFICULDADES DE VENDAS, MAS VOLTO A REAFIRMAR MEU PONTO DE VISTA, QUE O MERCADO AMERICANO TEM MUITO MAIS POTENCIAL DO QUE O APRESENTADO POR SEU TRABALHO AO LONGO DE TODOS ESSES ANOS.

SOBRE A EXPOSIÇÃO DE MÓVEIS SHOPA, NÃO VEJO A SALVAÇÃO DOS NEGÓCIOS, PORQUE TAMBÉM AQUI NO BRASIL NÃO FOI.

TAMBÉM NÃO PODEMOS DAR EXCLUSIVIDADE NO RAMO DE MÓVEIS MESMO PORQUE JÁ VENDEMOS MÓVEIS PARA SEREM EXPORTADOS COMO TAMBÉM ESTAMOS NEGOCIANDO COM O WAL MART NESTE MOMENTO.

NÓS SOMOS UMA EMPRESA COM MÚLTIPLOS SETORES DE FABRICAÇÃO, MAS FUNCIONANDO COMO UM TODO, NÃO EXISTINDO POSSIBILIDADE DE SEPARAR A PARTE DE MÓVEIS PARA DAR EXCLUSIVIDADE.

NÃO PRETENDEMOS FIRMAR OUTRO CONTRATO POIS PENSO QUE TRIDENT USA PODE NORMALMENTE SE APRESENTAR NA EXPOSIÇÃO SHOPA COMO NOSSO DISTRIBUIDOR.

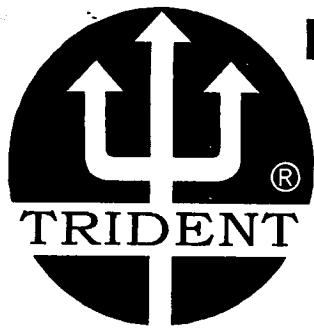
SENDO SÓ PARA O MOMENTO SUBSCREVO-ME.

ATENCIOSAMENTE

TRIDENT S/A

PAULO NEGRAES





# TRIDENT S.A.

✉ P. O. BOX, 29 - CEP 17230-000 - ITAPUÍ - SP



(14) 664-1611



(14) 664-1454



www.trident.com.br

trident@trident.com.br

Itapuí 01 de abril de 2002

Select Export & Importer Co.

Att. Sr Herbert Eugen Moébios

Ref. :- Comunicación de Descontinuación de Fornecimiento de n/ Produtos.

Prezado Senhor

Por decisión de la directoria de Trident Ltda. em su última reunión, com nuevas estratégias de ventas, comunicamos que a partir de diciembre 31 de 2002, estaremos descontinuuando los atendimientos de produtos de nuestra linea de fabricação.

La decisión fué tomada en fución de las bajas ventas en los últimos anios.

Por el expuesto aceptaremos sus nuevas ordens hasta la fecha octubre 31 de 2002.

Cordiales Saludos

TRIDENT INDÚSTRIA DE PRECISÃO LTDA.

PAULO FERRAZ COSTA NEGRAES

DOMINGOS ZANOCCO






**TRIDENT S.A.**

Manufacturers of drawing, drafting and surveyors supplies

P.O. BOX 29 - 17 230-ITAPUI (SP) - BRAZIL

(146) 64-1256

146 061 TDET BR

**FACTURA PROFORMA  
PROFORMA INVOICE**

Nº 210/03

 Origen de la Mercaderia  
ORIGIN OF MERCHANDISE **BRAZIL**

 Itapui - Brazil **MARCH/ 20TH., 2003.**

 Importador  
IMPORTER **ARTISTICA TRADE & COMMERCE LTD.**

 Pais  
COUNTRY **U.K.**

 Dirección  
ADDRESS **4 TH., FLOOR HARBOUR CENTRE**

 Apartado Postal  
P.O. BOX

 Ciudad  
CITY **GRAND CAYMAN**

 Consignatario  
CONSIGNEE **SELECT IMPORT & EXPORT, CORP.**

 Pais  
COUNTRY **U.S.A.**

 Dirección  
ADDRESS **2800 NW. 55TH. COURT**

 Apartado Postal  
P.O. BOX

 Ciudad  
CITY **FT. LAUDERDALE, FL.  
33309.**

 Pedido  
ORDER

 Embarque Via  
SHIPPED VIA **SEA SHIPMENT**

 Condiciones de la Venta  
SELLING CONDITIONS **FOB**

 Flete  
FREIGHT **COLLECT**

 Forma de Pago  
TERMS OF PAYMENT **PAYMENT ADVANCED**

 Seguro  
INSURANCE **COVER BY IMPORTER IN U.S.A.**

 Puerto de Embarque  
PORT OF SHIPMENT **SANTOS (SP) BRAZIL**

 Puerto Desembarque  
PORT OF DISCHARGE **MIAMI/U.S.A.**

 Embalaje  
PACKING **CONTAINER 20'**

 Total Peso Neto kg  
TOTAL NET WEIGHT **10.600**

 Total Peso Bruto kg  
TOTAL GROSS WEIGHT **10.850**

 Cantidad de Volumenes  
QUANTITY OF PACKAGES

 Observaciones  
OBSERVATIONS

**CUBIC: 31,960 M³**

Cantidad QUANTITY	Ref.	Item	Descripción DESCRIPTION	Precio / Price US\$	
				Unitario / UNIT	TOTAL
500	AA236	01	PAVILLON PEDESTAL DRAWING TABLE SHOP607	17.38	8.690,00
400	TUB-11/B	02	ALVIN "VISTA" TABLE BASE TUB-11/B	28.20	11.280,00
760	PME-2125	03	WOOD PANTOGRAPH 6000/2	4.37	3.321,20

TRIDENT INDUSTRIA DE PRECISAO LTM

 PAULO FERRAZ COSTA NEGRAES  
DIRETOR

Conforme/According

Marcas / Marks

 TRIDENT OF NORTH AMERICA  
HERBERT E. MOEBIUS  
2800 N.W. 55 COURT  
FT. LAUDERDALE, FL.33309-U.S.A.

 Plazo de Embarque/Term of Shipment  
45 DIAS FECHA CONFIRMACION

Suma AMOUNT	FOR US\$	23.291,20
Flete Total TOTAL FREIGHT	US\$	X.X.X.X.X
Seguro INSURANCE	US\$	X.X.X.X.X
TOTAL FOB US\$		23.291,20



Presidencia

De: "TRIDENT" <trident4@bellsouth.net>  
Para: <presidencia@jcp.org.pe>  
Enviado: Miércoles 9 de Abril de 2003 10:41  
Asunto: Carta de los braileros  
TO

BOARD OF DIRECTORS

SELECT IMPORT & EXPORT CORP.

2800 NW 55<sup>TH</sup>, COURT

FT. LAUDERDALE

FLORIDA

33309

USA

REF.: Registry of Trademark TRIDENT in U.S.A.

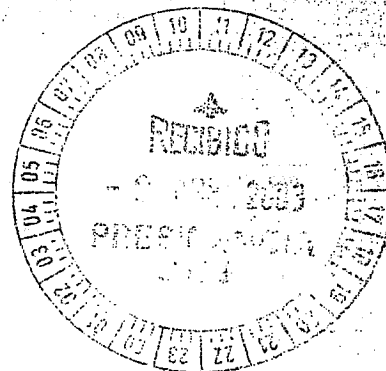
Dear Gentlemen,

In the condition of solicitors and lawyers of TRIDENT S/A INDUSTRY OF PRECISION, Brazilian anonymous society, with headquarters in the City of Itapuí, State of São Paulo, which you Sirs are not unaware of, since then it has been sometime you are keeping commercial relationship, through the importation and commercialization of its products in the United States, in the direction to prevent responsibilities and to promote the conservation of the rights of our Represented one, we present ourselves, respectfully, to notify you Sirs, considering the following:

Initially, we point out that our Represented one is the owner of the register request of its mixed trademark TRIDENT in U.S.A., exactly to identify the products exported to this country.

It arises that when proceeding to a search to the USPTO we got surprised at the fact that your company is holding an identical registered trademark TRIDENT, with also identical logotype and same color, exactly to identify the products that were imported from our Client, according to serial number 76078278, what caused profound indignation and irritability to its board of directors.

There is no doubt that you Sirs acted in bad faith, assuming the trademark and logotype that it is known not belonging to you, since you were not unaware of the pre-existence of the trademark and the characteristical logotype of the original products TRIDENT, produced and exported to U.S.A. by you Sirs.



9/04/2003

However, we stand out that we have the intention to decide the present situation as friendly, faster and cheaper way as possible.

Thus, in order to decide everything, it is quite enough that you transfer the mentioned register nº. 76078278 to our Client, so that you must fill out all the appropriate forms.

In case that you are not made ready to proceed with the transference spontaneously, then based on the national and international laws that conduct the matter, we will be filing a proper Annulment Suit Action of the Registered Trademark TRIDENT, requesting the suspension of its effects.

Parallel to the improper register done by you Sirs , it still remains the Criminal and Civil aspects involved. Acting in bad faith, assuming something that does not belong to you, in summary, the responsible ones for SELECT might have committed the crimes of fraud and unfair competition.

Even the civil aspect, that is, in the field of the civil liability, the attitude you Sirs gives the occasion to an huge indemnity, inasmuch as when registering the exclusive trademark and logotype of our Represented one, it was impossible to it to be registered and, consequentially, it could not continue exporting its products to U.S.A..

By this way, what you Sirs did, beyond illegal under the register point of view itself, also implied in illicit criminal and civil, what it makes possible to our Represented one to file a Suit Action aiming at ample civil indemnity for damages, whose values can arrive the thousands of American dollars.

Therefore, believing that the common sense prevails, we grant you the unextendable period of five (05) days so that you can communicate to us the observance of what it is suggested here, duly warned not doing it, we will be disclosed to proceed with the filing of a Suit Action through the proper Legal Activities against your company and also against you Sirs, reminding that the bad faith remained characterized.

Yours truly,

**Celino Bento de Souza**

**Lawyer and Industrial Property Agent**

Telephone: (55 19) 3255 3222

facsimile: (5519) 3255 3222 ext. 221

[celino@beerre.com.br](mailto:celino@beerre.com.br)

[www.beerre.com.br](http://www.beerre.com.br)

9/04/2003



**TRADEMARK ASSIGNMENT**

TRADEMARK ASSIGNMENT made by and among Trident Indústria de Precisão Ltda. with an address at Caixa Postal 29, 17230-000, Itapui, Sao Paulo, Brazil (the "Assignor") and Jack Richeson & Co., Inc. with an address at 557 Marcella Street, Kimberly, Wisconsin 54136 (the "Assignee"). Assignee is a corporation of Wisconsin.

Assignor is engaged and since at least as early as 1987 has been engaged directly and through related companies in the manufacture, distribution and sale of artists' materials, tools and supplies used in drawing, drafting and surveying in interstate commerce and/or commerce with the United States under the following mark:



Assignor owns all right, title and interest to the above trademark in the United States as a consequence and wishes to assign the same to Assignee. In the event Assignee shall cease using the above trademark in the United States, this Assignment shall be null and void.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, its successors, assigns and legal representatives, the entire, full and exclusive right, title and interest in and to the Trademark(s), together with the good will of the business symbolized by the Trademark(s) and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademark(s) and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the applicant; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Trident Indústria de Precisão Ltda.

By: \_\_\_\_\_

Name: Ivan Maturana Segato

Title: Director

Jack Richeson & Co., Inc.

By: \_\_\_\_\_

Name: Darren T. Richeson

Title: President







# TRIDENT

MANUFACTURER OF FINE ARTISTS' MATERIALS

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• We offer a toll free number 800-TRIDENT • Fax (561) 615-9929  
• Orders will be processed within 24 hrs.

## Enter the world of Fine Artists' Materials >> Welcome

Easels, Easel, Art Materials, Art Supplies, Drafting Equipment, Drawing, Painting, Sketch-Boxes & Drafting Tables

### Does It Matter What Medium I'm Using?

If you paint only with watercolors, you probably will want an easel, easels which will only hold your work horizontal. But if you use different mediums such as pastels, pencil and oils, look for something that'll be easy to adjust the angle at which you're working. A good choice would be the **TRIDENT Euro French easel, easels** as long as you do not intend to paint on canvases larger than 33". If you only paint with Oils, you should be looking for an easel, easels that will hold your paintings vertically or near vertical. Acrylics dry fast, dust is not a problem.

### Display, Sketching and Portable easel, easels

Display easel, easels like the **TRIDENT Dartmouth easel, easels** are made for showing a painting without the risk of falling over, they are built with a wide base. It is important to check how small the easel, easels folds down. Other easel, easels are also useful for propping up paintings so as to dry properly. You can use pastels, watercolor and oils with the new **TRIDENT Chariot**. The brother to this great design is the **TRIDENT Caravaggio**. The Caravaggio comes with the finest knobs you will find anywhere.

### Sketch-Box or Paint-Box easel, easels

Variations on a table-top easel, easels, these have a box in which to store your painting supplies. The lid of the **TRIDENT Emperor** box has a lip on which to stand your canvas. If you are just starting out, consider buying one that comes with paints, brushes, etc, inside.

### French easel, easels

A French easel, easels is a three-in-one easel, easels: a sketch-box, an easel, easels, and a canvas carrier. The sketch-box holds your painting supplies and palette and the **TRIDENT El Greco French easel, easels** has a lower compartment, the legs and canvas-holding arm collapse to make it easy to carry, the canvas holder can double as a canvas carrier. The angle on an El Greco French easel, easels at which you work can be varied between vertical and horizontal.

### Studio easel, easels

The ones with a square foot are more stable than the ones with three legs (two at the front, one at the back) but these easel, easels were not designed to fold up or prop against a wall. The size of canvas you use more often is the size canvas that should be your guide to selecting the size of your easel, easels. A studio easel, easels like the **TRIDENT Avignon H-Frame** is large and attractive and it comes with a beautiful hinged storage compartment. The Avignon easel, easels can accommodate big canvases with ease. Another nice size easel, easels is the **TRIDENT Galeria**, with its large mast, you can fit oversize canvases.

### Category Index

Best Priced easel, easels  
French easel, easels  
European easel, easels  
Mahogany easel, easels  
Oak easel, easels  
Portable easel, easels  
Studio easel, easels  
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Art Sketch Boxes  
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### Bestsellers

- 1.) Caravaggio
- 2.) El Greco Oak
- 3.) Dartmouth Display
- 4.) Louvre Mahogany
- 5.) Euro French easel, easels
- 6.) Chariot Collapsible
- 7.) Harvard Painting
- 8.) Artist Taboret
- 9.) Simone H-Frame
- 10.) Avignon Studio

### Current Specials



Featured

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<p>Avignon H-Frame easel, easels \$199.99</p>	<p>El Greco Oak easel, easels \$239.99</p>	<p>Precioso Professional Taboret with casters &amp; lock \$349.99</p>	<p>Harvard easel, easels \$149.99</p>	<p>Fontainebleau easel, easels \$189.99</p>	<p>Dartmouth Painting easel, easels \$179.99</p>
---	--	---	---	---	--

**The Easel Connection**  
FINE ARTISTS' MATERIALS  
www.theeaselconnection.com

**ACADEMY EASELS**

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0 Items ■



**TRIDENT**  
Manufacturer of Fine Artists' Materials

## About Us

### TRIDENT

Trident has spent many decades in the art industry. We feature a great selection of high-quality merchandise, friendly service and, of course, very competitive pricing. We have many goals: but the most important to us is to make you aware of our products through the internet marketplace.

### French Easels

#### European Easels

#### Best Priced Easels

#### Mahogany Easels

#### Oak Easels

#### Portable Easel

#### Studio Easels

#### Portable & Collapsible

After Trident was founded, finally the offices settled in beautiful sunny Florida . Our headquarters is currently located in Ft. Lauderdale , only 20 miles from the city of Miami . At this place, you will find a large inventory of art supplies always ready to be shipped. Also you will find a knowledgeable staff to answer any of your questions.

**We think of ourselves, first and foremost, as a manufacturer.**

### Modest beginnings

Our company started very modestly and through decades of hard work and perseverance, Trident has gained recognition in the art supply industry and become a household name among artists.

At the heart of Trident's growth, is to thrive and build the finest art materials possible. Our philosophy is based on the simple idea of making the finest affordable product. We believe in serving the artists' needs first. Another of Trident's goal is to bring our products closer to the artist with the use of the internet.

### Art Sketch Boxes

#### Artist Sketch Box

#### Artist Taboret

#### Wooden Stools

#### Painting Supplies

#### Brushes

With the new company in Lexington and their support, tridentart.com is capable of tapping into many areas of the art supply industry. This would not have been possible 10 yrs ago.

In short, tridentart.com is passionate about combining the finest of two great resources, technology and retailing to give our current and future customers a wide assortment of their favorite art materials. You will find it convenient to shop our site 24 hours, 7 days a week. We hope you have a great online shopping experience.

### Drafting Table HD

#### Drafting Tables

#### Drafting Supplies

#### Computer Furniture

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### **TOLL FREE**

(800)-TRIDENT or (800) 874-3368 \* USA

### **DIRECT**

(561) 404-4280 \* INTERNATIONAL

**[Click Here To E-mail TRIDENT](#)** [tridentart@adelphia.net](mailto:tridentart@adelphia.net)

**FAX (561) 615-9989** \* USA & INTERNATIONAL

Every order placed within the continental USA  
is delivered to you via UPS Ground Service or truck carrier.

### **SAME DAY SHIPPING AVAILABLE**

Place your order by 11AM EST and we will ship it that same day. For your express service needs, we also offer shipping via Next Day or 2nd Day air service for an additional charge.

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Please ask us for special quotes on your corporate contracts and large volume purchases.

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Manufacturer of Fine Artists' Materials

## FAQ

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### Does It Matter What Medium I'm Using?

If you paint only with watercolors, you probably will want an easel which will only hold your work horizontal. But if you use different mediums such as pastels, pencil and oils, look for something that'll be easy to adjust the angle at which you're working. A good choice would be the **TRIDENT Euro** French Easel as long as you do not intend to paint on canvases larger than 33". If you only paint with Oils, you should be looking for an easel that will hold your paintings vertically or near vertical because they will collect less dust. Acrylics dry fast enough for dust not to be a real problem.

### Display, Sketching and Portable Easels

Display easels like the **TRIDENT Dartmouth** easel are made for showing a painting without the risk of falling over, they are built with a wide base. It is important to check how small the easel folds down. Other easels are also useful for propping up paintings so as to dry properly. You can use pastels, watercolor and oils with the new **TRIDENT Chariot**. The brother to this great design is the **TRIDENT Caravaggio**. The Caravaggio comes with the finest knobs u will find anywhere. This easel is strong and will take punishment.

### Table-Top Easels

If space is an issue these are great as they don't take up floor space and some of these easels can be folded up. Available in various sizes and configurations, including ones that are scaled-down versions of floor-standing easels, tripod easels (three-legged), and a few with storage boxes. These particular designs will not accept large-scale canvases. The ease of painting also depends on the height of your work surface; be cautious of having bend down to paint.

### Sketch Box or Paint Box Easels

Variations on a table-top easel, these have a box in which to store your painting supplies. The lid of the **TRIDENT Emperor** box has a lip on which to stand your canvas. If you are just starting out, consider buying one that comes with paints, brushes, etc, inside.

### French Easels

A French easel is a three-in-one easel: a sketch-box, an easel, and a canvas carrier. The sketch-box holds your painting supplies and palette and the **TRIDENT El Greco** French Easel has a lower compartment; the legs and canvas-holding arm collapse to make it easy to carry; the canvas holder can double as a canvas carrier. The angle on an El Greco French Easel at which you work can be varied between vertical and horizontal.

### Studio Easels

The ones with a square foot are more stable than the ones with three legs

(two at the front, one at the back) but these easels were not designed to fold up or prop against a wall. The size of canvas you use more often is the size canvas that should be your guide to selecting the size of your easel. Don't go overboard and spend a lot of money on super sizing your choice. Studio easels can get really huge, heavy, and cumbersome with gadgets that you will never use. Some retailers sell them for outlandish amounts of money. Save your hard earned money. A studio easel like the **TRIDENT Avignon** H-Frame is large and attractive and it comes with a beautiful furniture finish. The Avignon easel can accommodate fairly large canvases with ease. Another easel that can handle project is the **TRIDENT Galeria**, with its' large mast, it can accommodate large canvases and with ease.

0 Items



**TRIDENT**  
 Manufacturer of Fine Artists' Materials

## Help

### TRIDENT

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There's nothing to beat an easel for keeping a painting in place while you're working on it. Working vertically means you're working in the same plane as the painting will finally be hung, reduces the risk of spilling anything on it, or dust collecting on it. You can work sitting on a stool or standing, though standing at an easel makes it easy to step back to see how the painting is progressing.

### What Kind of Easel Should I Get?

This depends on the kind of painting you do. If you like working on large-scale canvases, then a table-top easel is unsuitable. Likewise, if you only ever work on a small scale, then a table-top easel may be more ideal than a floor-standing easel. If you enjoy standing to paint, then consider a floor-standing easel. And if you paint very vigorously, you'll want a heavy easel for stability.

### How Much Does a Painting Easel Cost?

Like most things, the price of easels varies, starting at inexpensive sketching and display easels, and ending at large-scale studio easels. If you're only just starting out, a table-top easel is probably the best (or sketching easel if you want to stand to paint). But if your heart is set on a floor-standing easel, don't compromise and buy something else. Rather save up for a bit longer.

### Important Information:

1- Our easels are manufactured to last. When making your easel purchase, make sure the easel is not manufactured out of pine wood and painted over to resemble more expensive quality woods. This paint will chip off in a few months. There are unscrupulous retailers also selling 'TRIDENT' knockoffs. Do not fall for these fakes. Buyer beware!

2- TRIDENT will only service their products with proof of purchase! If you need a tracking number for your ordered product, please E-mail us at [tridentart@adelphia.net](mailto:tridentart@adelphia.net)

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**TRIDENT**  
Manufacturer of Fine Artists' Materials

## French Easels

### TRIDENT

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Perfect for painting outdoors, the French Easel is sturdy but lightweight (only 14 lbs.) and has a removable tin-lined drawer with four compartments for tools and paints.



### **EL GRECO OAK French Easel**

~~\$599.99~~ **\$239.99**

#### **On Sale!**

Perfect for painting outdoors, the El Greco Oak easel is sturdy but lightweight (only 14 lbs.) and has a removable tin-lined drawer with four compartments for tools and paints. Extra storage space is under the drawer. A finished lacquered oak wooden palette is also included. The easel lid is fully adjustable for up to 33" canvas.

Folds to 22 1/2" x 16" x 6" and sets up in 2 minutes.

Superior lacquered finished oak construction that includes quality brass fittings and hand stitched leather handle. Thanks to the matchless TRIDENT technology, El Greco has ball bearing attachments for the legs, which prevent the legs from wobbling or falling down while carrying. The El Greco Oak also features an innovative mechanism to prevent the drawer from collapsing under extreme weight. TRIDENT is proud to introduce, the El Greco Oak, the finest French easel in the last half century.

Retail Price \$599.99

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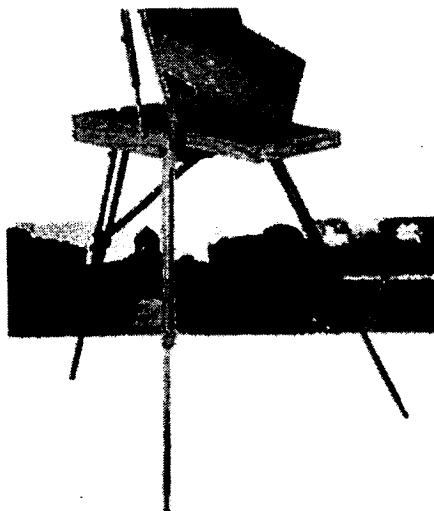
### **THE EURO**

### **EL GRECO EURO French Easel**

~~\$499.99~~ **\$199.99**

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### On Sale!

The El Greco Euro is crafted from the finest solid ivory wood, polished to a furniture finish and lacquered to accent the natural wood grain.

The El Greco Euro features a three compartment tin lined drawer for carrying paints and brushes. Telescoping legs with non-skid feet will accomodate any surface. Wooden palette included.

Stands up to 71" tall and holds a 32" canvas.

Folds down to a convenient 22 1/2" x 16"

x 6" with a heavy duty handle for easy transportation.

Weight: 12 Lbs.

Retail Price \$499.99

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## European Easels

### TRIDENT

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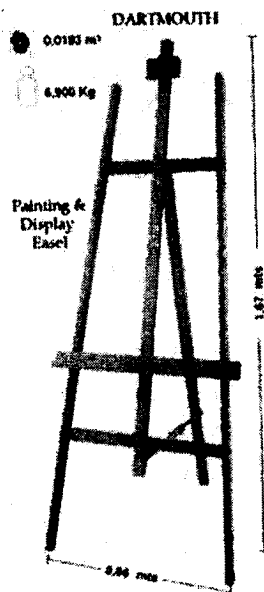
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The number one choice for artists. Attractive european style easels for painting and displaying your priceless paintings.



### DARTMOUTH Deluxe Master Easel

~~\$239.99~~ **\$179.99** On Sale!

This space saving, portable easel is perfect for the studio artist. 68.5" high and weighing just 14 lbs., it transports easily and folds down or sets up quickly. Features include a movable tray and top canvas holder to accomodate canvases up to 49" tall.

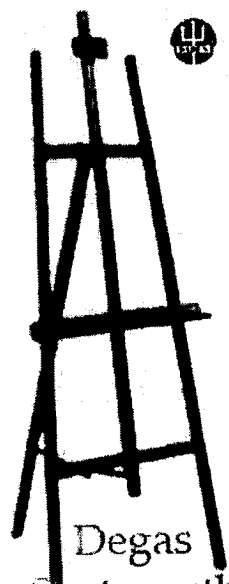
Angle adjusts to desired position.

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3978

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### DEGAS/DARTMOUTH Mah. Display Easel

~~\$259.99~~ **\$189.99** On Sale!

The Degas is the number one choice for art students.

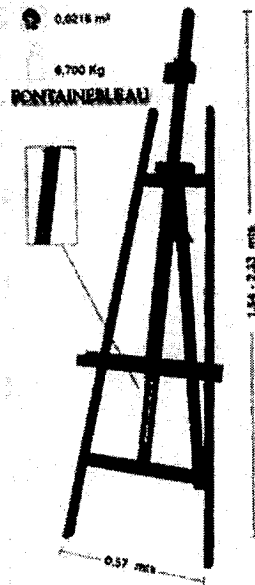
Great as an attractive indoor easel for displaying your priceless paintings.

Wood clamping unit secures tray. Canvas tray has a slot for brushes and pencils.

It stands 62" tall.

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## DARTMOUTH



### FONTAINEBLEAU Deluxe Studio Easel

~~\$279.99~~ **\$189.99** On Sale!

The Fontainebleau was designed around a Stable A-Frame construction providing solid support and perfect stability. Non-slip ratchet for easy canvas height adjustment.

Holds canvas up to 51"

Width: 26"

Depth: 26"

Height: 72"

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1998  
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### HARVARD Deluxe Studio Easel

~~\$290.00~~ **\$179.99** On Sale!

A very popular model of studio easel, the Harvard features a wedge design that adds extra stability and prevents wobbling. The angle will adjust to just about any position.

The movable tray and holder will support canvases up to 52" tall.

Overall height: 79"

Weight: 16 lbs.

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12 005

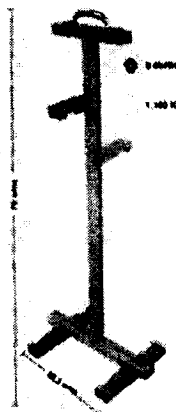
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**TRIDENT**  
Manufacturer of Fine Artists' Materials**Best Priced Easels**

These easels are very affordable & they will do the job just as good as the more expensive ones. They are built for lasting use and very versatile in height and tilt adjustment. They are unique to the Trident line. The canvas carrier is another great addition to any studio.

TRIDENTFrench EaselsEuropean EaselsBest Priced EaselsMahogany EaselsOak EaselsPortable EaselStudio EaselsPortable & CollapsibleArt Sketch BoxesArtist Sketch BoxArtist TaboretWooden StoolsPainting SuppliesBrushesDrafting Table HDDrafting TablesDrafting SuppliesComputer FurnitureInformationPayment TermsShippingOrdering TermsOpen & InspectContact UsHelpAbout UsFAQ [View Cart](#)**YALE Deluxe Canvas Carrier**~~\$59.99~~ **\$38.99****On Sale!**

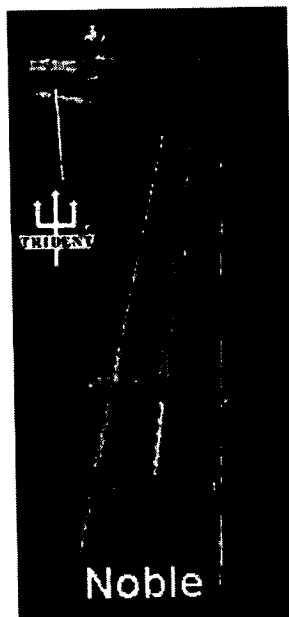
The Yale is made of hardwood with lacquer finish.  
Slots hold two canvases up to 25" by any length.  
Paintings will not touch each other or the carrier.  
Metal handle.

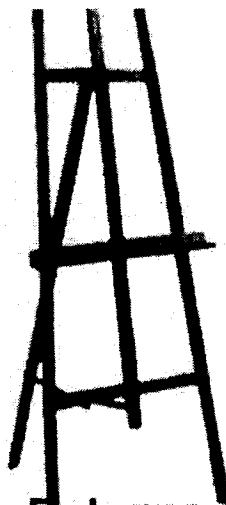
[Add to Cart](#)**NOBLE A-Frame Easel w/ratchet**~~\$169.99~~ **\$89.99****On Sale!**

Stable A-Frame construction provides solid support and perfect stability.

Non-slip ratchet for easy canvas height adjustment.

Assembly required. Holds canvas up to 51". W: 26", D: 26", H: 72".

[Add to Cart](#)**Noble****BOLOGNA Painting & Display Easel**



**Eologna**

~~\$159.99~~ **\$84.99**

**On Sale!**

This space saving, portable easel is perfect for the studio artist. 68.5" high and weighing just 17 lbs., it transports easily and folds down or sets up quickly.

Features include a movable tray and top canvas holder to accommodate canvases up to 49" tall. Angle adjusts to desired position. W: 26" Depth: 28" Canvas holder 25" H: 49"

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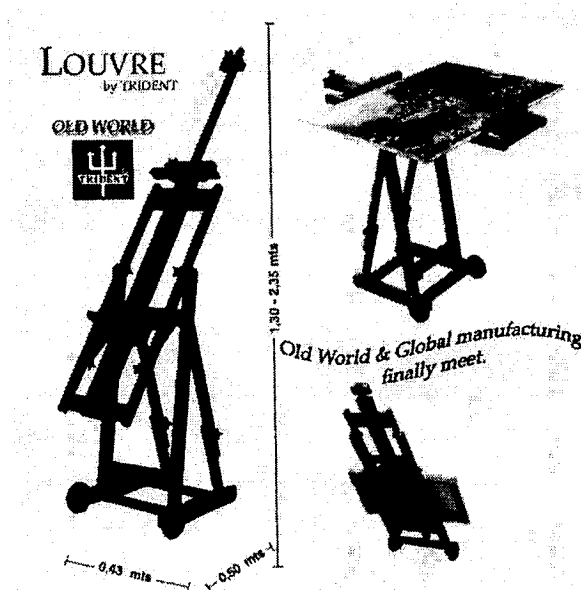
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**TRIDENT**  
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## Mahogany Easels

Built of solid Mahogany, these easels are perfect for the mixed media painter. They are inexpensive, compact but sturdy, reliable and very flexible.



**LOUVRE**

### Mahogany - Portable & Collapsible

~~\$399.99~~ **\$229.99**

#### On Sale!

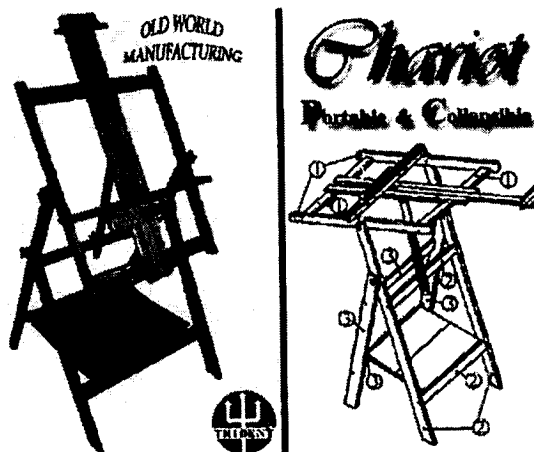
NEW & IMPROVED Four-prong design provides a strong grip for clamping and other applications requiring quick tightening and high torque. Molded-in brass insert provides superior thread strength.

- \* Will hold canvases up to 72"
- \* Base width/depth: 21" x 17"
- \* Ceiling height: lowest setting of easel is 50 deg., highest setting 90 deg.
- \* Elegant single mast design
- \* Folds flat for easy storage
- \* Top, bottom & middle painting trays have rubber grips to keep canvas secure.
- \* Table height: 37 3/4"
- \* Bottom shelf for storage.
- \* Shipping weight: 35 lbs. Oversized.
- \* Inside Meas. 43.3"- 16.9"-4.3"
- \* Box size 44.5"-17.3"-4.7"

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- \* Ships UPS
- \* Assembly Required

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### CHARIOT Portable & Collapsible

~~\$349.99~~ **\$199.99**

#### On Sale!

NEW & IMPROVED Four-prong design provides a strong grip for clamping and other applications requiring quick tightening and high torque. Molded-in brass insert provides superior thread strength.

Built of solid Mahogany, this quad base easel is perfect for the mixed media painter. It is inexpensive, compact but sturdy, reliable and very flexible. Can be used vertically for sketching or painting, and in just seconds can be adjusted to a horizontal position for watercolor, gessoing or varnishing. Plus, the Deluxe Chariot features a built in shelf for supplies or books.

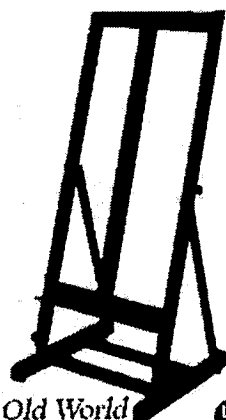
- \* Maximum canvas height: 44"
- \* Base width/depth: 25" x 27"
- \* Extended easel height: 70"
- \* Table height: 34"
- \* Adjusts quickly to a variety of settings for standing or sitting.
- \* Forward tilt for glare reduction or for the paster artist.
- \* Shipping weight: 26 lbs.
- \* Inside Meas. 39.8" 11.4" 3.1"
- \* Box size 40.9" 11.8" 3.5"
- \* Ships UPS

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### SIMONE Mahogany - 'H' Frame Easel

~~\$299.99~~ **\$179.99**



Old World

### On Sale!

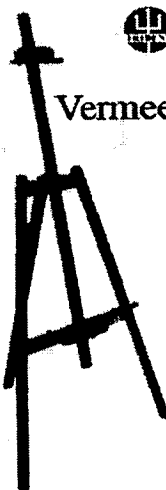
NEW & IMPROVED Four-prong design provides a strong grip for clamping and other applications requiring quick tightening and high torque. Molded-in brass insert provides superior thread strength.

This adjustable H-frame easel, with a center mechanism to adjust the height, folds flat for easy storage. A progressive design in studio easel design. Hand crafted of the finest mahogany wood with a beautiful oil finish. The center mast allows you to hold canvases up to 86" high. Adjusts fully, backward and forward angles. Fully extended this easel

measures 102", folds to just 60". The sturdy base has a footprint of 22" wide and 24" deep. Only Trident sells a quality solid mahogany H Frame.

- \* Maximum canvas height: 51"
- \* Base width/depth: 20" x 20 1/8"
- \* Extended easel height: 98"
- \* Compact easel height: 58"
- \* Table height: 34"
- \* Adjusts quickly to a variety of settings.
- \* Shipping weight: 16 lbs.
- \* Inside Meas. 55.5" - 9.6" - 1.6"
- \* Box size 56.7" - 10.0" - 2.0"
- \* Ships UPS
- \* Assembly Required

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### VERMEER Mahogany - Field Easel

~~\$140.00~~ **\$98.99**

### Vermeer On Sale!

NEW & IMPROVED Four-prong design provides a strong grip for clamping and other applications requiring quick tightening and high torque. Molded-in brass insert provides superior thread strength.

This easel adjusts easily to a variety of positions for standing or sitting and folds flat for storage.

- \* Maximum canvas height: 41 1/2"
- \* Base width/depth: 27 1/2" x 22"
- \* Extended easel height: 58"
- \* Shipping weight: 9 lbs.
- \* Inside Meas. 47.6" 3.9" 2.4"
- \* Box size 48.8" 4.3" 2.8"
- \* Ships UPS

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## Oak Easels

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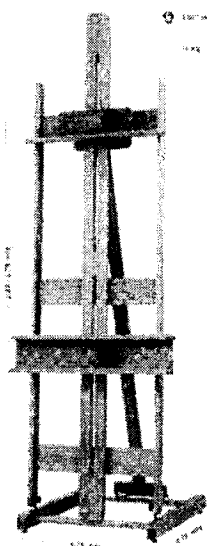
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These easels were made exclusively for Trident to insure long lasting durability, stability and versatility.

### GALERIA



### GALERIA Oversize Studio Easel

~~\$548.99~~ **\$299.99**

#### On Sale!

Designed by Trident and manufactured from select-oak, this easel insuring extra stability and decades of use.

Accommodates canvases of various sizes. Flexible enough to store just about anywhere. Adjust easily to various angles.

Canvas capacity 71"  
Normal height 75"  
Maximum height 103"  
Weight 36 Lbs.

J998  
P068 J01  
J2.337

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### GRANDE



### GRANDE Portable & Collapsible

~~\$289.99~~ **\$189.99**

#### On Sale!

The Grande adjusts to any angle. It can hold canvases up to 60". Non-skid pads prevent sliding. Collapsible and portable. Sturdy construction.

Made of solid oak with a fine lacquered furniture finish.

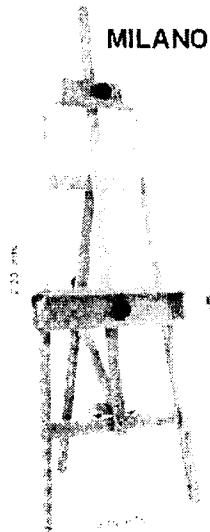
Canvas capacity 67"  
Normal height 54"  
Maximum height 83"  
Retail Price \$289.99

J998  
P068 J01  
J2.334

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### MILANO Deluxe Studio Easel

~~\$359.99~~ **\$249.99**

**On Sale!**

Finished like fine furniture and lacquered, the Milano stands as one of the most versatile large easels in its kind.

A very solid design that gives the artist years of painting pleasure.

A beautiful addition to any studio room or your home. Assembly required.

Canvas capacity 64". Normal height 89". Weight approx. 35 lbs.

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### MUSEO Deluxe A-Frame Easel

~~\$239.99~~ **\$199.99**

**On Sale!**

Sturdy deluxe studio easel. Compact A-Frame that holds canvases up to 66". Portable. The unique construction is designed for three point stability and maximum support. Made of solid oak with a fine lacquered furniture finish. Canvas capacity 63".

Normal height 83", Canvas width 25 1/2", Base 27 1/2". Weight 23 lbs.

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**TRIDENT**  
Manufacturer of Fine Artists' Materials

## Portable Easel

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Another designed submitted by Trident to the US Patent & Trademark office.

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**Maximilian  
Swiss Style  
Easel**

### MAXIMILIAN Swiss Style Easel

\$449.99 **\$229.99**

**On Sale!**

For maximum versatility, the Maximilian stands in a class of its own.

Crafted from solid fine furniture finish red oak. The lid serves as a canvas support and slides up to reveal a spacious six tray storage area and brush holder to keep all of your paints and tools within easy reach.

The palette attaches to either side of the easel leaving your hands free to paint.

Features a sturdy three point design. Stands 67" tall when

open.

Holds: 34" canvas.  
Closed:  
Width: 24"  
Depth: 17"  
Height: 5 1/2"

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**TRIDENT**  
Manufacturer of Fine Artists' Materials

## Studio Easels

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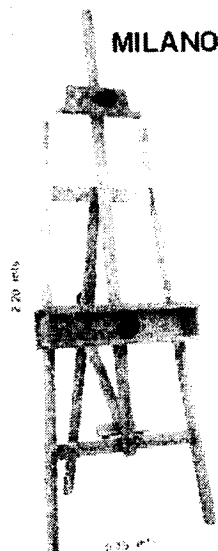
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These fine furniture finish, heavy duty construction for lasting use and very versatile in height and tilt adjustment easels, are unique to the Trident line.

### MILANO Deluxe Studio Easel



**MILANO**

~~\$359.99~~ **\$249.99**

**On Sale!**

Finished like fine furniture and lacquered, the Milano stands as one of the most versatile large easels in its kind.

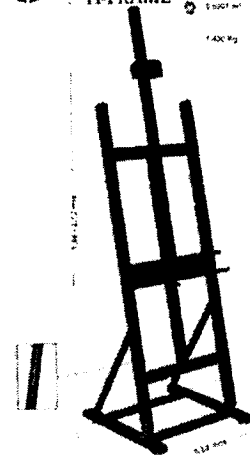
A very solid design that gives the artist years of painting pleasure.

A beautiful addition to any studio room or your home. Assembly required.

Canvas capacity 64". Normal height 89".  
Weight approx. 35 lbs.  
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**AVIGNON**  
H-FRAME



### Avignon Studio Easel

~~\$289.99~~ **\$199.99**

**On Sale!**

The Avignon is perfect for the apartment or small studio, but large enough to solidly accommodate canvases up to 37".

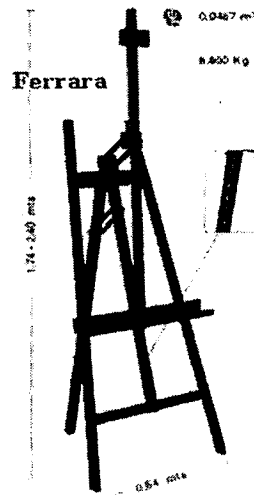
With a fine furniture finish, and leveler feet, it is easy to assemble.

A completely adjustable easel for every painting need.

Holds canvas up to 37" high.  
Width: 21"  
Depth: 21"  
Height: 60"

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## FERRARA Deluxe Art Studio Easel

~~\$269.99~~ **\$179.99**

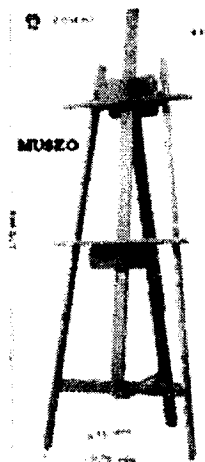
### On Sale!

The Ferrara features vertical tilt, bringing canvas top into arms reach.

Non-slip ratchet for easy canvas height adjustment. Fine furniture finish plus excellent stability.

Holds canvas up to 51". W: 26", D: 26", H: 72"

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## MUSEO Deluxe A-Frame Easel

~~\$239.99~~ **\$199.99**

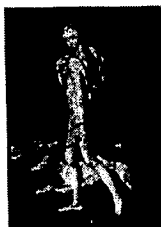
### On Sale!

Sturdy deluxe studio easel. Compact A-Frame that holds canvases up to 66". Portable. The unique construction is designed for three point stability and maximum support. Made of solid oak with a fine lacquered furniture finish. Canvas capacity 63".

Normal height 83", Canvas width 25 1/2", Base 27 1/2". Weight 23 lbs.

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## Portable & Collapsible

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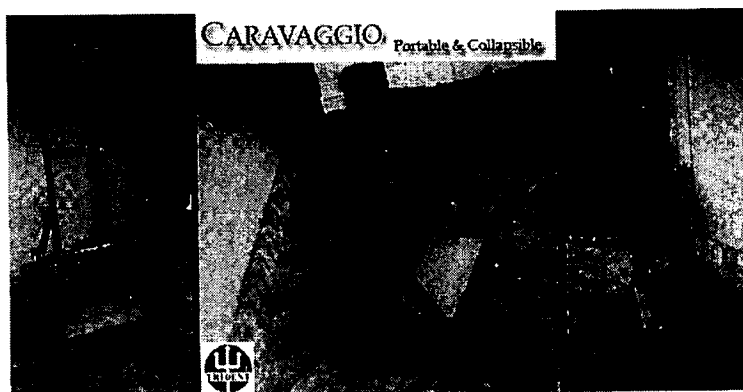
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**Built solid, this quad base easel is perfect for the mixed media painter.**

**It is compact, but sturdy, reliable and very flexible.**



### **CARAVAGGIO Portable & Collapsible**

~~\$499.99~~ **\$249.99**

### **On Sale!**

Built solid, this quad base easel is perfect for the mixed media painter. It is compact, but sturdy, reliable and very flexible. Can be used vertically for sketching or painting, and in just seconds can be adjusted to a horizontal position for watercolor, gessoing or varnishing. Plus, the Caravaggio features a built in shelf for supplies or books.

Built solid, this quad base easel is perfect for the mixed media painter. It is compact, but sturdy, reliable and very flexible. Can be used vertically for sketching or painting, and in just seconds can be adjusted to a horizontal position for watercolor, gessoing or varnishing. Plus, the Caravaggio features a built in shelf for supplies or books.

The NEW GENERATION Cushion-Grip knob is made of a unique material that feels soft to the touch, comfortable yet rugged. Molded in brass insert provides superior thread strength.

- \* Maximum canvas height: 44"
- \* Base width/depth: 25" x 27"
- \* Extended easel height: 70"
- \* Table height: 34"
- \* Adjusts quickly to a variety of settings for standing or sitting.
- \* Forward tilt for glare reduction or for the pastel artist.
- \* Shipping weight: 22 lbs.



- \* Inside Meas. 39.8" 11.4" 3.1"
- \* Box size 40.9" 11.8" 3.5"
- \* Ships UPS

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**TRIDENT**  
Manufacturer of Fine Artists' Materials

## Art Sketch Boxes

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Handsome sketch boxes with fine furniture quality finish, useful compartments for supplies.

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### EMPEROR GIANT

SKETCH BOX



### EMPEROR Giant Sketch Box

~~\$219.99~~  
**\$139.99**

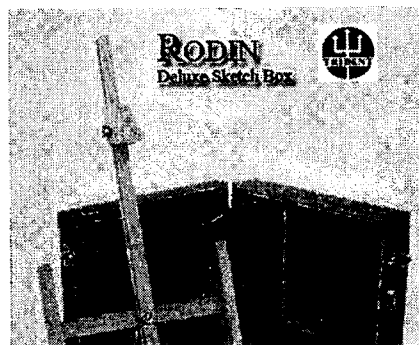
**On Sale!**

The Emperor is a portable studio! An alternative to the French Easel is here. Compartmented box holds paints, brushes, supplies and the inner lid

accommodates 2 canvas boards. Solid construction with brass fittings and leather handle. Includes a palette. The top adjusts to several comfortable painting angles and the reversible canvas clamp allows stable support.

Holds canvas up to 28" or as small as 4" by reversing head clamp.

Width: 21"  
Depth: 17"  
Height: 6"  
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### RODIN w/Portable Easel Sketch Box

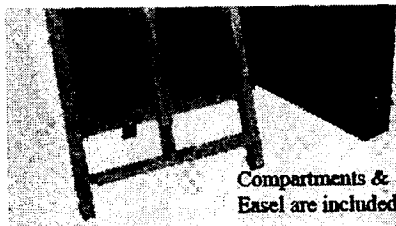
~~\$139.99~~ **\$99.99**

**On Sale!**

This innovative sketch box features a table easel which folds flat and clips inside

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the lid.

It also features six compartments for paints and brushes.

Measurements:

9 x 32 x 42 cms Box Size

41 x 30 cms Palette Size

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## Artist Sketch Box

The interior of the COLORES Portable Sketch Box is spacious & designed to store your important paintings, drawings, brushes & pens.



### COLORES Sketch Box

~~\$159.99~~ **\$129.99**

#### On Sale!

The Colores is an exclusive product by TRIDENT.

Fine furniture finish, plenty of space for paintings, pencils, brushes and any drawing instruments.

The internal size of the box is 20" x 16" x 1.6".  
 The size of the board/cover is 20.5" x 16.5"  
 The Colores includes a factory installed parallel straightedge.  
 The board provides different levels of inclination.

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To protect the Colores Sketch Box while traveling, we have included a beautiful carrying case.

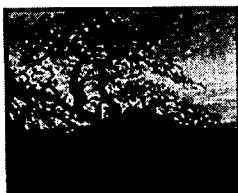
Equipped with rubber feet for stability.

Perfect for aspiring artists and draftsmen alike that want ease of transport. You will be able to set up the COLORES Portable Sketch Box in no time at your art school, college or office.

The interior of the COLORES Portable Sketch Box is spacious and designed to store your important paintings, drawings, brushes and pens.

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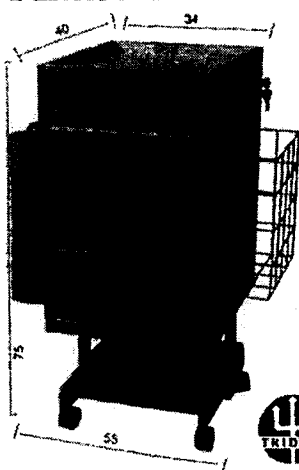


**TRIDENT**  
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## Artist Taboret

Valuable accessories for any studio!

### ARTIST TABORET



### PRECIOSO Wooden Taboret

~~\$499.99~~ **\$349.99**

**On Sale!**

A valuable accessory for any studio. Made of hardwood and steel on black casters. Two 2 1/2" deep drawers lock simultaneously with key provided. Includes three PVC tubes and a metal storage rack on the sides of the unit to hold rolled media, maps and magazines.

An open shelf at the bottom

provides additional storage space.

Dimensions are 13" wide x 16" deep. Weighs 40 lbs.  
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### Artistica Artist Taboret

~~\$499.99~~ **\$299.99**

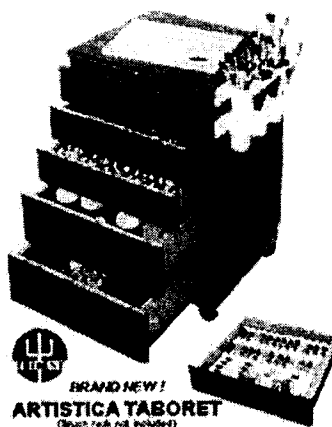
**On Sale!**

A must for the Professional Artist. Made of mahogany on black casters. Five 2 1/2" deep drawers. The Artistica Taboret can hold all the media in one self contained unit.

The Artistica Taboret will keep your media in one place. No more searching for that color

paint or size brush, everything will store in just one location. These shelves have been specially designed for the artist in mind.

The finish is luxurious and impressive. The casters make it easy to





roll around to any part of your studio. Approx. Dimensions are 13" wide x 16" deep. Weighs approx. 40 lbs. Please, do not compare this unit to the plastic taboret made in Asia sells for over \$500 at your neighborhood art supply store. This plastic taboret should sell for less than \$250.00. We do not carry poor quality items.

Attn.: The Artistica Taboret does not include the brush holder, paints, brushes or palette as shown on the picture! You can acquire these items from your local art supply store.

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**TRIDENT**  
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## Wooden Stools

### TRIDENT

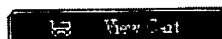
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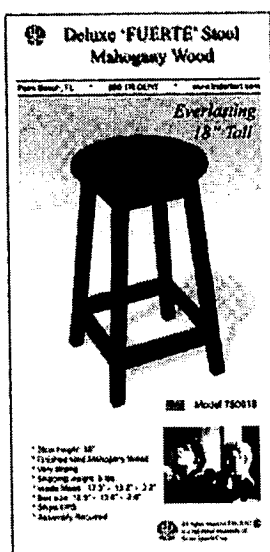
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A set of stools crafted in beautifully finished solid Mahogany Wood for TRIDENT. These fine furniture finish stools are meant to last and to take punishment day in and day out.



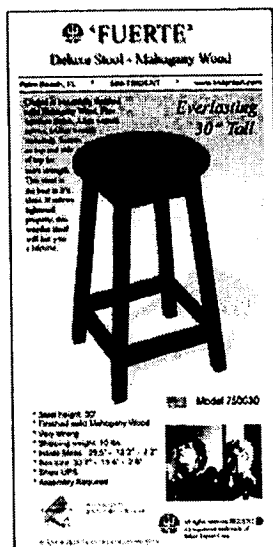
### FUERTE 18" Mahogany Wooden Stool

~~\$69.99~~ **\$49.99**

**On Sale!**

Crafted in beautifully finished solid Mahogany Wood. Fine furniture finish. Allen wrench screws. (Allen wrench included). Screws on top and side of top for extra strength. This stool is the best in it's class. If screws tightened properly, this wooden stool will last you a lifetime.

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### FUERTE 30" Mahogany Wooden Stool

~~\$79.99~~ **\$59.99**

**On Sale!**

Crafted in beautifully finished solid Mahogany Wood. Fine furniture finish. Allen wrench screws. (Allen wrench included). Screws on top and side of top for extra strength. This stool is the best in it's class. If screws tightened properly, this wooden stool will last you a lifetime.

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**STRONGEST**  
Wooden Stool



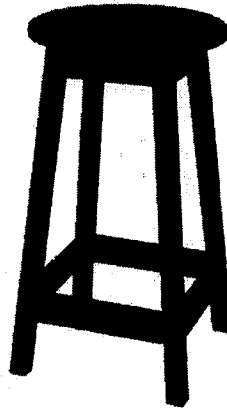
## **STRONGEST 30" Ivory Wooden Stool**

~~\$74.99~~ **\$54.99**

### **On Sale!**

Crafted in beautifully finished solid Ivory Wood. Varnished. Very strong. Second to none in its class. This wooden stool will last you a lifetime. Only available in a 30" size.

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**TRIDENT**  
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## Painting Supplies

As the name implies, these are some of the essential tools for artists.



reference tool.

### MANIKIN Male or Female \* Wooden 12"

~~\$40.00~~ **\$32.00**

**On Sale!**

To learn the basics of figure drawing or just to have "standing around", a manikin is a useful

The accurately proportioned figures adjust to assume most human positions. Each has its own stand.

Retail Price \$40.00

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### HAND Wooden Male or Female R or L

~~\$190.00~~ **\$87.00**

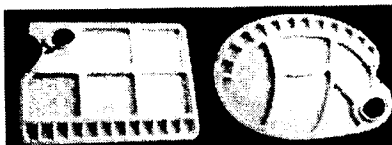
**On Sale!**

Manipulating them is an intriguing exercise in itself. An expressive, articulate reference tool

made with smoothly finished hardwood.

Retail Price \$190.00

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### PALETTE Watercolor Rectangular Or Oval

~~\$10.00~~ **\$6.00**

**On Sale!**

Sturdy, but lightweight, this white palettes have plenty of wells for mixing and holding colors. Rectangular approximately 9" x 13".

Retail Price \$10.00"

Also available Oval Watercolor Palette

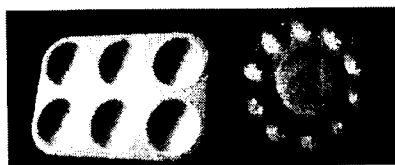
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Retail Price \$10.00".

Sale Price 4.97

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**TEN WELL TRAY  
Palette**

~~\$2.64~~ **\$1.32**

**On Sale!**

Popular 7 1/2" diameter tray of durable, easy-to-clean, white plastic.

Retail Price \$2.64

Minimum Order 5 Pcs.

Also available Six Well Tray

Retail Price \$0.72

Sale Price \$0.50.

Also available Flower Dish

Retail Price \$4.79

Sale Price \$3.35

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**TRIDENT**  
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## Brushes



Brush

### Manufacturing Process

**\$0.00**

Careful steps are taken in the manufacture of our brushes. From the ferrule, to the balance, to the hair, when your brush is assembled, it is quality throughout.

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## Drafting Table HD

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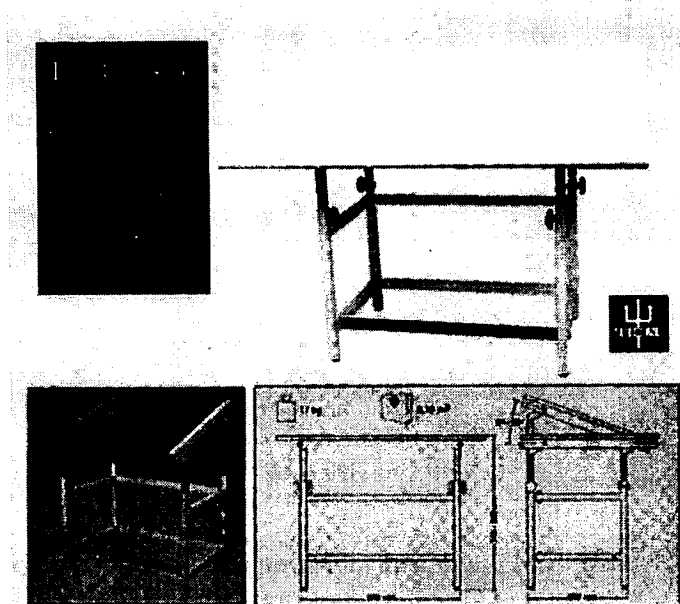
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**Professional models with hydraulic balancing controls. Also available with Hydraulic pistons that allow smooth adjustment of slant and height.**



### **CLASSIC Drafting Table**

~~\$1,099.99~~ **\$799.99**

### **On Sale!**

Traditional extra-sturdy model easily supports any equipment mounted on the board.  
Includes foot-rest and controls for slant and height adjustment.  
Folding legs allow easy storage.  
The Classic includes a White Melamine Top size 60" x 40".  
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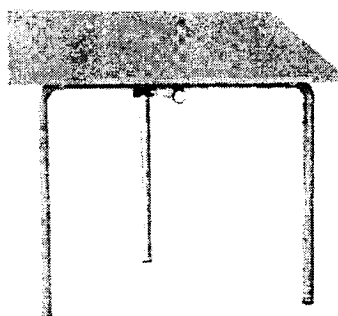
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## Drafting Tables

A large assortment of drafting tables for the discerning architect & artist.

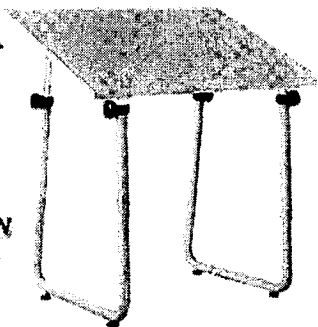


### ESTUDIANTE Drafting Table

~~\$419.99~~ **\$319.99**

**On Sale!**

Innovation at its best.  
 A simplified system of tilting the top while keeping the table firm and stable.  
 Folds flat for easy storage.  
 It comes with a 100 x 80 cm Melamine top.  
 A must for every student.  
 Very functional.  
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*The EUROPEAN  
 Drafting Table*

### EUROPEAN Drafting Table

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~~\$379.99~~ **\$299.99**

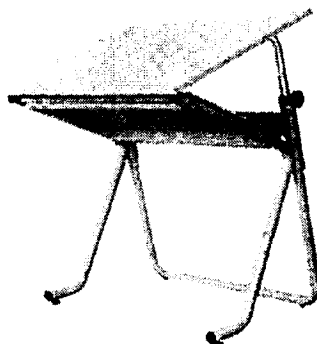
### On Sale!

The proven system of inclination & elevation combined in a beautiful steel drafting table.

Knobs allow you to control the height and tilt with ease.

It comes with a 80 x 60 cm Melamine top.

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*The PRACTICA  
Drafting Table*



### PRACTICA Drafting Table

~~\$439.99~~ **\$339.99**

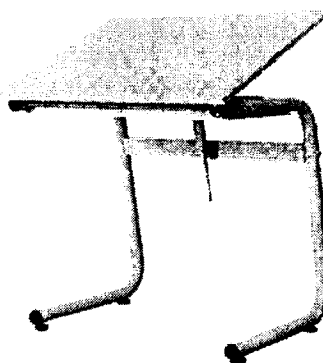
### On Sale!

Just by loosening two knobs, the Practica drafting table folds saving you space when not in use.

The Practica is by far the most revolutionary steel constructed drafting table.

The A model comes with a 80 x 60 cm Melamine top.

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*The UNIVERSITARIO  
Drafting Table*



### UNIVERSITARIO Drafting Table

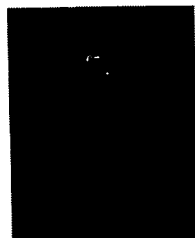
~~\$419.99~~ **\$319.99**

### On Sale!

This drafting table comes with a top 80 x 60 cm wide Melamine top.

Inovative lift system.  
Extremely practical & functional.  
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## TRIDENT

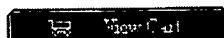
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**TRIDENT**  
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## Drafting Supplies

These is an assortment of some of the most popular technical pens used by architects and draftsman.



### TRIDENT Single Technical Pens

~~\$21.00~~ **\$14.99**

#### On Sale!

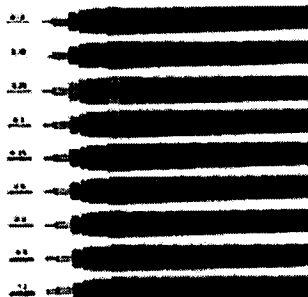
TRIDENT Technical Pens are produced under the most rigorous TRIDENT quality and accuracy standards.

Trident pens feature the revolutionary "DOUBLE DRY SEAL SYSTEM" against ink drying. Perfect adjustments and an exclusive air feeding system with atmospheric pressure compensation to prevent in leakage, skipping or blotting.

Available with stainless points individually or in attractive sets of 3, 7 (3x0, 00, 0, 1, 2, 3, 4) or 9 technical pens.

Replacement points are interchangeable with the Rotring or Koh-I-Nor brand of technical pens at a substantial savings.

Single Technical Pens are on SALE for \$14.99 any size.  
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### TRIDENT 7 Technical Pen Set

~~\$149.99~~ **\$109.99**

#### On Sale!

TRIDENT Technical Pens are produced under the most rigorous TRIDENT quality and accuracy standards.

Trident pens feature the revolutionary "DOUBLE DRY SEAL SYSTEM" against ink drying. Perfect adjustments and an exclusive air feeding system with atmospheric pressure compensation to prevent in leakage, skipping or blotting.





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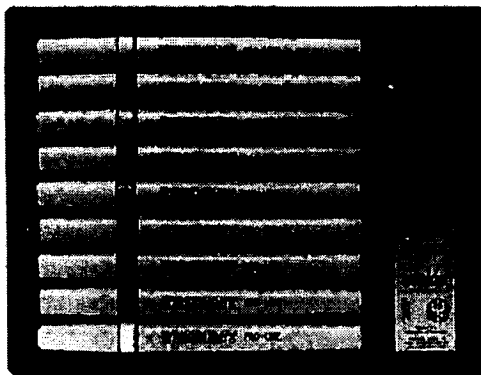
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Available with stainless points individually or in attractive sets of 3, 7 (3x0, 00, 0, 1, 2, 3, 4) or 9 technical pens.

Replacement points are interchangeable with the Rotring or Koh-I-Nor brand of technical pens at a substantial savings.

The 7 Pen Set is on SALE for \$109.99

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### TRIDENT 9 Technical Pen Set

~~\$185.00~~

**\$149.99**

**On Sale!**

TRIDENT Technical Pens are produced under the most rigorous TRIDENT quality and accuracy standards.

Trident pens feature the revolutionary "DOUBLE DRY SEAL SYSTEM" against ink drying. Perfect adjustments and an exclusive air feeding system with atmospheric pressure compensation to prevent in leakage, skipping or blotting.

Available with stainless points individually or in attractive sets of 3, 7 (3x0, 00, 0, 1, 2, 3, 4) or 9 technical pens.

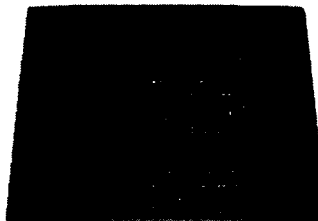
Replacement points are interchangeable with the Rotring or Koh-I-Nor brand of technical pens at a substantial savings.

The 9 Pen Set is on SALE for \$149.99

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### TRIDENT CUTTING MAT 18" x 24"

~~\$42.00~~ **\$32.00**



**On Sale!**

Made of unique composite material, provides a non-stick, non-marring surface with 1" grid lines and 1/4" graduations on the

base and left-hand vertical edges.

Used as a desk blotter or work surface, it literally heals itself when cut. The green, non-glare surface is impervious

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**TRIDENT**  
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## Computer Furniture

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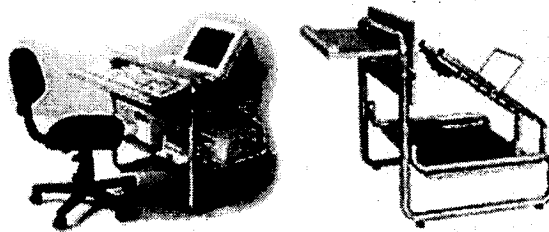
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The computer furniture featured is heavy duty and build to last. Stainless steel was used in the manufacture of these exquisite computer tables. If you have any questions, please call toll free (800) 874-3368.



**Apldot  
II**

### Computer Workstation

~~\$700.00~~ **\$439.00**

#### On Sale!

The Apldot computer workstation has a keyboard height of 26" and it can be adjusted to 29". The depth is 36" with a 31" length. The platform at the bottom of the workstation is 27" x 19".

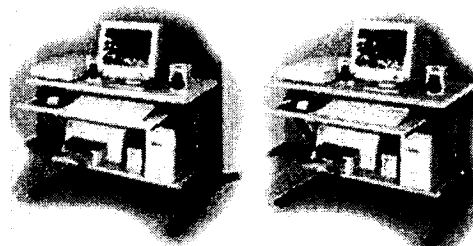
Rubber feet have been added to protect the finish.

The Apldot Workstation also has a top that you can fold backwards and use as a drafting table top.

You can also lower the top by moving it away from you to keep it hidden when not in use.

Choose between the stainless steel or the black baked paint for long lasting beauty.

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**GAVETA  
Computer  
Workstation**

~~\$600.00~~ **\$329.00**

#### On Sale!

The Gaveta and Gaveta II are a complete computer workstation with a sliding rack for your keyboard and plenty of space for your Computer, Monitor, Scanner, Speakers, Printer, Mouse & plenty more.

Measurements:

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Both have a height of 31".

The Melamine Table Top is 43" x 20".

The sliding keyboard and mouse rack is 14" x 31".

The lower Melamine Wooden Top is 14" x 35".

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Manufacturer of Fine Artists' Materials

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**You can call 800-TRIDENT (874-3368) or fax (561) 615-9989 anytime and be confident that any of the products shown on this catalog are always in stock and ready to ship. This means better inventory control for you, resulting in greater efficiency and cost-effectiveness.**

### INFO. 1

An upright frame for displaying or supporting something, such as an artist's canvas.

[Dutch ezel, ass, from Middle Dutch esel, from Latin asellus, diminutive of *asinus*.]

**WORD HISTORY** "A painter's ass" is not a phrase that immediately brings to mind an accessory to the artist's profession. But *easel* comes to us from the Dutch word *ezel*, meaning "ass, donkey." The Dutch word was eventually extended to mean "an upright frame for displaying or supporting something," in the same way that the English word *horse* has come to mean "a piece of gymnastic equipment with an upholstered body." Developments such as these illustrate the playfulness or wit that speakers often bring to language, here applying the name for one object to another with similar properties.

### INFO. 2

A tall, standing frame used to hold an artist's canvas, signs, a chalkboard, etc.

### INFO. 3

An **easel** is an upright support (generally a tripod) used for displaying and/or fixing something resting upon it.

The word is an old Germanic synonym for donkey (compare similar semantics); its equivalent is the only word for both animal and apparatus in various languages, such as *Esel* in German and earlier *ezel* in Dutch (the easel generally in full *schildersezel*, 'painter's donkey'), themselves derived from Latin *Asinus* (hance ass).

It is really a standing type of multipart frame, and that word is preferred in certain contexts, e.g. for a device to position a punishee over.

It is most often used to hold up a painter's canvas or large sketchbook while the artist is working or to hold a completed painting for exhibition. The simplest form of an artist's easel consists of three vertical posts joined at one end. A pivoting mechanism allows the centremost post to pivot away from the other two, forming a tripod. The two non-pivoting posts have a horizontal cross member on which the canvas is placed. A similar model is fit to hold a blackboard, projection surface, parcard etcetera.

An easel can be full-height, designed for standing by itself on the



floor. Shorter easels can also be designed for use on a table. The full-height easels typically have telescopic legs that collapse for ease of transport.

#### **INFO. 4**

Easels are known to have been in use since the time of the ancient Egyptians. In the 1st century, Pliny the Elder makes reference to a large panel placed upon an easel.

**Easel** (ESL) is a visual development tool for building workstation applications that can interact with mainframes, servers and databases using a wide variety of protocols.

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Company checks are accepted.



Personal checks are accepted, but will have to wait for bank clearance.

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Orders that are to bulky and/or heavy to be shipped via UPS must be sent by truck. On orders that are open-account, charge card payment, orders that require truck shipment or orders to be delivered to Alaska, Hawaii or a foreign country, the actual shipping charges will be added to the invoice.

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The charge for a truck shipment varies depending on distance, weight, etc.

Minimum charge is generally \$149.00.

Carriers establish their own rates for delivery, so our shipping department chooses the best carrier on the basis of service, price and availability.

Call a carrier in your area for a rough estimate of charges for your order.

You might consider consolidating two or more orders to make the most of the minimum charge.





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1. Fill in the "SOLD TO" section on the order blank. This is the name and mailing address of the business or other facility that is responsible for paying the charges for the order. To avoid billing errors, always use the company name that you have used on previous orders. If you have a customer number, use it - your order will be processed faster! The "SHIP TO" space should be filled in with the company name, address and telephone number where the order is to be delivered. Trident does drop shipping & delivery to residential addresses (ask for details).

2. Retailers, please check the method of payment; if you are paying with a charge card, fill in your complete number, expiration date and sign your full name on the signature line of the order blank.

3. Fill in description and entire item number of each item ordered. Also fill in the quantity, page number, size/color, unit price and total. For items ordered by the "set" indicate number of "sets" desired - not the number of articles in the set!

### **By phone**

1. Fill out the order form first, as if you were going to mail in your order.

2. Call our toll-free # (800) 874-3368 on weekdays, 9:00 A.M. to 5:00 P.M. eastern time. Representatives at this number are equipped to take orders for merchandise and for Customer Service.

**By Fax:** (561) 615-9989

**By E-mail:** [tridentart@adelphia.net](mailto:tridentart@adelphia.net)

Ordering Terms at Best Priced Easels

<http://tridentart.com/store/ordering%20terms.html>



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1. Before signing for a shipment, check and double check that you have received all of the cartons you are signing for.
2. If not, write the number of cartons not received on the receipt and have the delivery person initial it.
3. Also note on the receipt any kind of damage to any of the cartons.
4. If damage is present, save the carton and packing material for inspection by the carrier.
5. If there is concealed damage (damage to materials inside a package with no external damage) you must notify the carrier within 15 days or they may deny liability.

Normally, TRIDENT will handle the processing of claims for damages or shortages. Open and inspect your order as soon as possible after delivery.

**Merchandise returned after seven days for any reason other than our error is subject to a 25% restocking fee with a minimum of \$75.**

To receive authorization for a return of merchandise or to report any damages or shortages, please fax our Customer Service Dept. at (561) 615-9989.

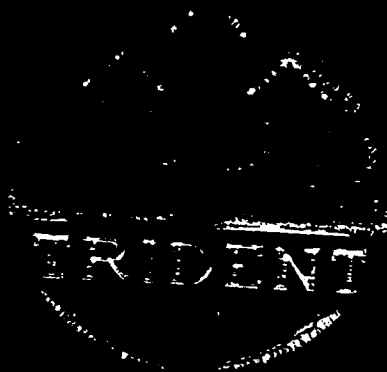
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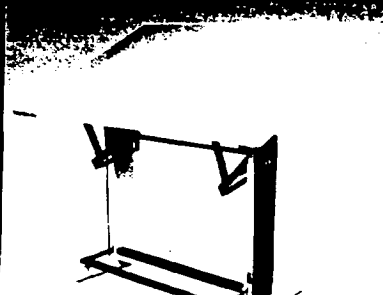
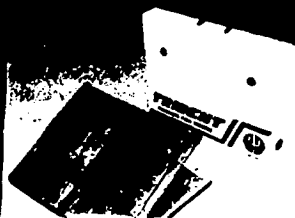
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**Herbert E. Moebius**  
General Manager

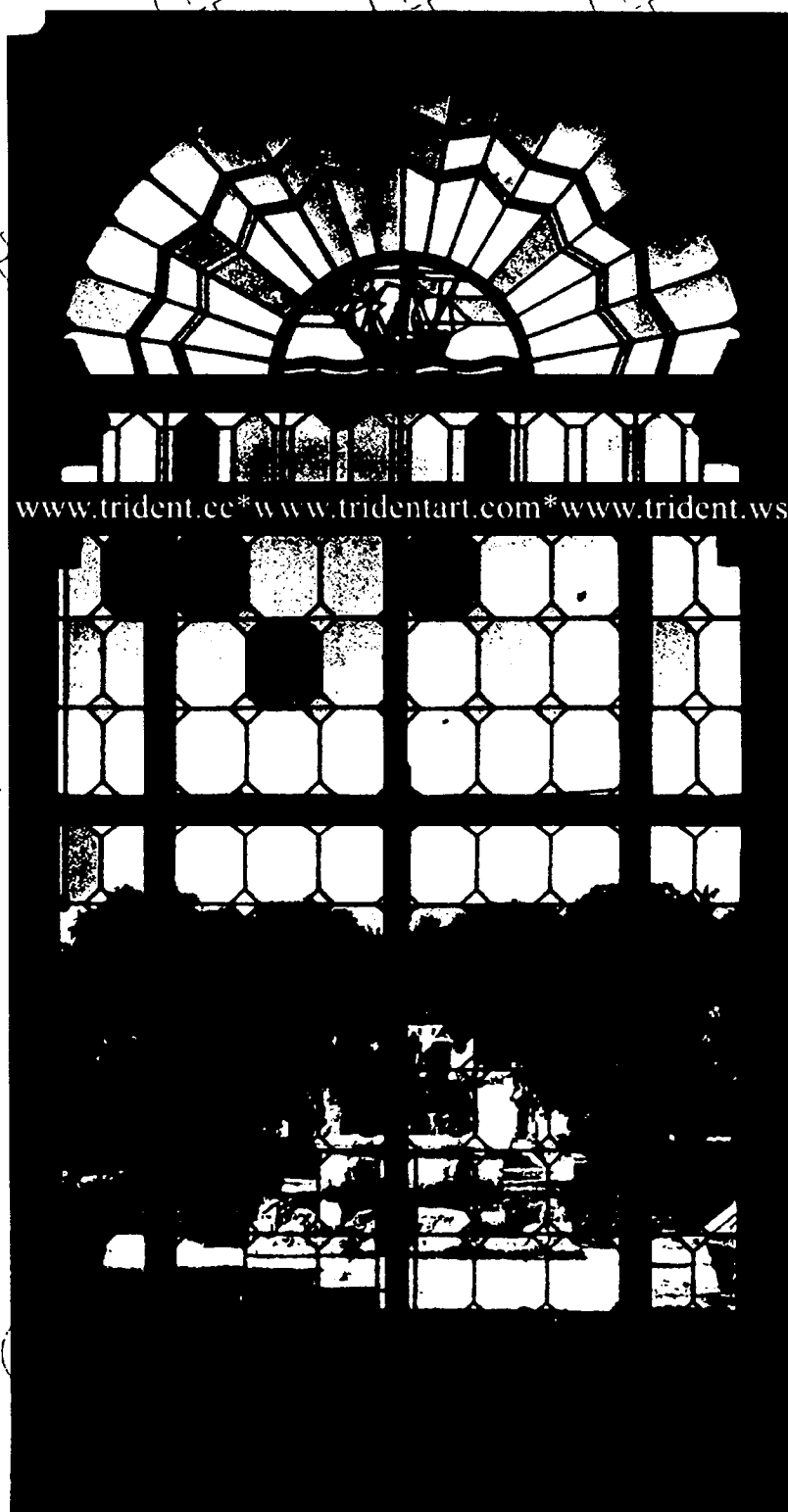


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Natural warmth and beauty inspired by  
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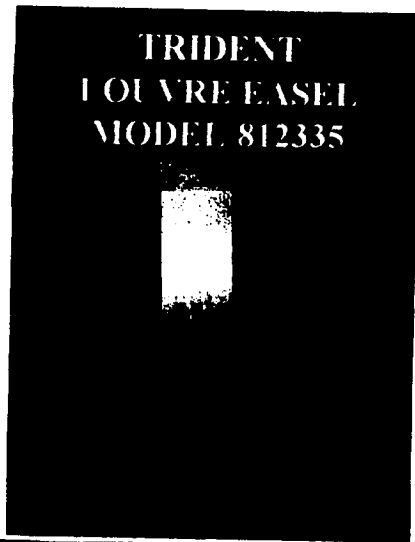


EXHIBIT 2

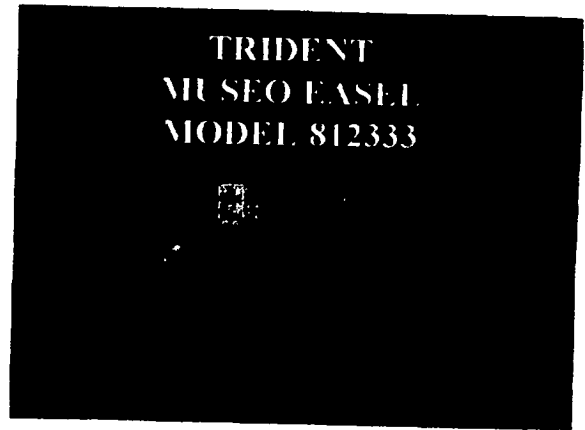


EXHIBIT 3

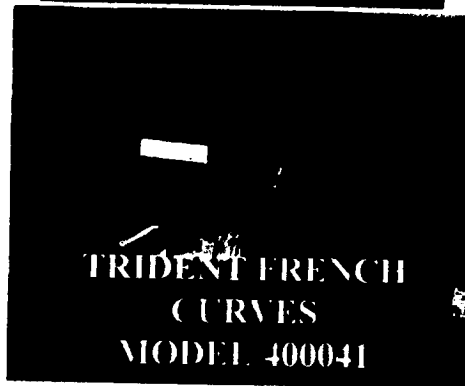


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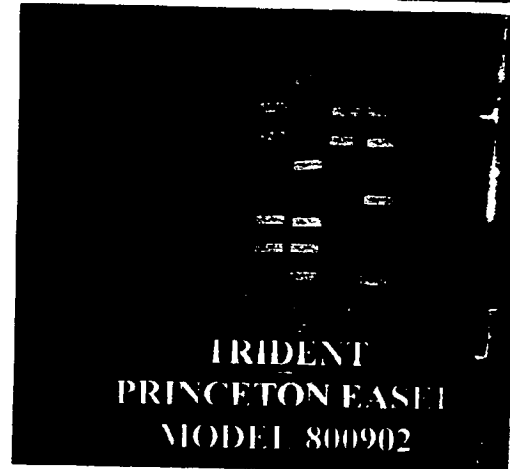


EXHIBIT 5

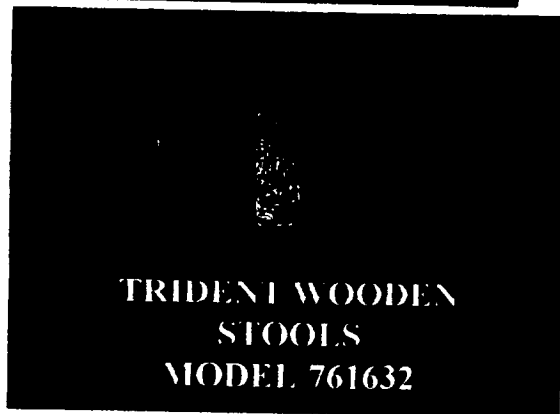


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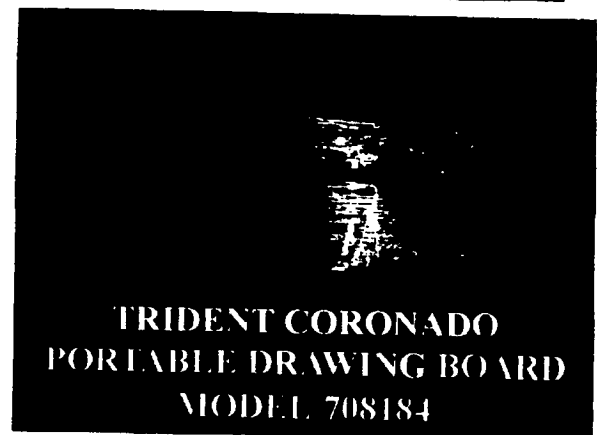
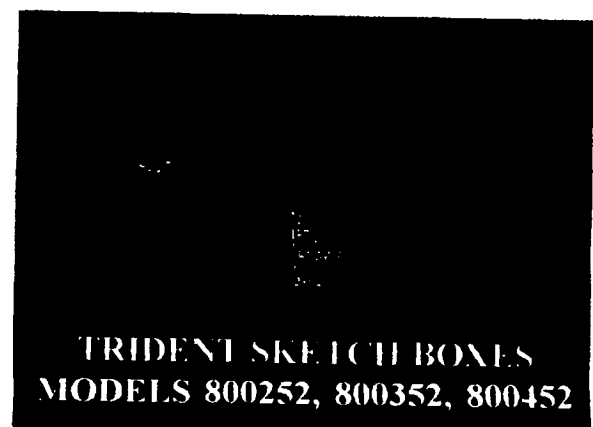


EXHIBIT 7



EXHIBIT 8



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# TRIDENT PRO-LINE



Model No. 100  
6

1. The first step in the process of the Trident Pro-Line is to select the appropriate material for the application.

2. The second step is to determine the required thickness of the material.

3. The third step is to select the appropriate size of the material.

4. The fourth step is to select the appropriate type of material.

5. The fifth step is to select the appropriate color of the material.

6. The sixth step is to select the appropriate finish of the material.

7. The seventh step is to select the appropriate texture of the material.

8. The eighth step is to select the appropriate shape of the material.

9. The ninth step is to select the appropriate size of the material.

10. The tenth step is to select the appropriate type of material.



# 'FUERTE'

## Deluxe Stool - Mahogany Wood

Palm Beach, FL

800-TRIDENT

www.tridentart.com

When it is  
properly  
tightened,  
properly, this  
wooden stool  
will last you  
a lifetime.



 Model 750030

- Stool height: 30"
- Finished solid Mahogany Wood
- Very strong
- Shipping weight: 10 lbs.
- Inside Meas. 29.5" - 13.2" - 2.2"
- Box size 30.7" - 13.6" - 2.6"
- Ships UPS
- Assembly Required



NO AMAZON  
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PLANT A TREE IN EVERY FOREST PROJECT



# THE RUBEULAR ENGINE

*Journal of Management Studies*, 19(1), 67-80.

Figure 1 consists of two panels, (a) and (b), showing the effect of 100% O<sub>2</sub> on the rate of oxygenation of hemoglobin. Both panels plot 'Oxygenation (%)' on the y-axis (0 to 100) against 'Time (min)' on the x-axis (0 to 10). Panel (a) is labeled 'Control' and shows a linear increase in oxygenation from 0% at 0 min to approximately 80% at 10 min. Panel (b) is labeled '100% O<sub>2</sub>' and shows a much steeper increase, reaching approximately 80% oxygenation in less than 2 minutes and then plateauing. The text '100% O<sub>2</sub>' is written above the curve in panel (b).

MOD  
T: 12:00  
FROM: 12:00

1150

## Declaration of Use of Mark in Commerce Under Section 8

The table below presents the data as entered.

<b>REGISTRATION NUMBER</b>	2619642
<b>REGISTRATION DATE</b>	09/17/2002
<b>SERIAL NUMBER</b>	76078278
<b>MARK SECTION</b>	
<b>MARK</b>	TRIDENT (stylized and/or with design)
<b>OWNER SECTION (no change)</b>	
<b>ATTORNEY SECTION (no change)</b>	
<b>GOODS AND/OR SERVICES SECTION</b>	
<b>INTERNATIONAL CLASS</b>	009
<b>USE ON ALL GOODS OR SERVICES OR EXCUSABLE NON-USE FOR ENTIRE CLASS</b>	YES
<b>SPECIMEN FILE NAME(S)</b>	\\TICRS2\EXPORT14\760\782\76078278\xml4\S080002.JP G
<b>SPECIMEN DESCRIPTION</b>	the box for a computer stand specifically designed for holding computer equipment
<b>INTERNATIONAL CLASS</b>	016
<b>USE ON ALL GOODS OR SERVICES OR EXCUSABLE NON-USE FOR ENTIRE CLASS</b>	YES
<b>SPECIMEN FILE NAME(S)</b>	\\TICRS2\EXPORT14\760\782\76078278\xml4\S080003.JP G
<b>SPECIMEN DESCRIPTION</b>	the box containing technical pens
<b>INTERNATIONAL CLASS</b>	020
<b>USE ON ALL GOODS OR SERVICES OR EXCUSABLE NON-USE FOR ENTIRE CLASS</b>	YES
<b>SPECIMEN FILE NAME(S)</b>	\\TICRS2\EXPORT14\760\782\76078278\xml4\S080004.JP G
<b>SPECIMEN DESCRIPTION</b>	the label for the box containing the wooden stools
<b>PAYMENT SECTION</b>	
<b>NUMBER OF CLASSES</b>	3
<b>NUMBER OF CLASSES PAID</b>	3
<b>SUBTOTAL AMOUNT</b>	300
<b>TOTAL AMOUNT</b>	300
<b>SIGNATURE SECTION</b>	
<b>SIGNATURE</b>	/Herbert E. Moebius/
<b>SIGNATORY'S NAME</b>	Herbert E. Moebius

<b>SIGNATORY'S POSITION</b>	Herbert Moebius, Owner
<b>DATE SIGNED</b>	09/24/2007
<b>PAYMENT METHOD</b>	CC
<b>FILING INFORMATION</b>	
<b>SUBMIT DATE</b>	Mon Sep 24 22:11:24 EDT 2007
<b>TEAS STAMP</b>	USPTO/SECT08-75.92.109.18 0-20070924221124792634-26 19642-400eed128dc3749f65c d48766277a4e3e3-CC-15190- 20070924134345561853

1770 Form 0513 (Rev. 5/04/05)  
 09/24/2007 22:11:24 EDT 2007

### Declaration of Use of Mark in Commerce Under Section 8

#### To the Commissioner for Trademarks:

**REGISTRATION NUMBER:** 2619642

**REGISTRATION DATE:** 09/17/2002

**MARK:** TRIDENT (stylized and/or with design)

The owner, Select Export Corp., having an address of 7395 Pioneer Road, West Palm Beach, Florida, United States 33413, is filing a Declaration of Use of Mark in Commerce Under Section 8.

For International Class 009, the owner, or its related company, is using the mark in commerce on or in connection with all goods or services listed in the existing registration for this class; or, the owner is claiming excusable non-use for this entire class.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) the box for a computer stand specifically designed for holding computer equipment.

Specimen File1

For International Class 016, the owner, or its related company, is using the mark in commerce on or in connection with all goods or services listed in the existing registration for this class; or, the owner is claiming excusable non-use for this entire class.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) the box containing technical pens.

Specimen File1

For International Class 020, the owner, or its related company, is using the mark in commerce on or in connection with all goods or services listed in the existing registration for this class; or, the owner is claiming excusable non-use for this entire class.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) the label for the box containing the wooden stools.

Specimen File1

The registrant hereby appoints Cheryl Meide, Esquire of MEIDE LAW FIRM PA, CORNERS AT DEERWOOD, 7545 CENTURION PARKWAY, SUITE 201, JACKSONVILLE, Florida United States 32256 to file this Declaration of Use of Mark in Commerce Under Section 8 on behalf of the registrant. The attorney docket/reference number is SEC.0101.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for 3 class(es), plus any additional grace period fee, if necessary.

#### Declaration

*Unless the owner has specifically claimed excusable non-use, the owner, or its related company, is using the mark in commerce on or in connection with the goods and/or services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.*

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /Herbert E. Moebius/ Date: 09/24/2007

Signatory's Name: Herbert E. Moebius

Signatory's Position: Herbert Moebius, Owner

Mailing Address:

MEIDE LAW FIRM PA

CORNERS AT DEERWOOD

JACKSONVILLE, Florida 32256

Serial Number: 76078278

Internet Transmission Date: Mon Sep 24 22:11:24 EDT 2007

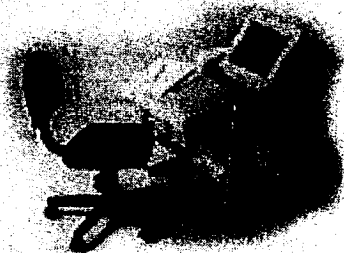
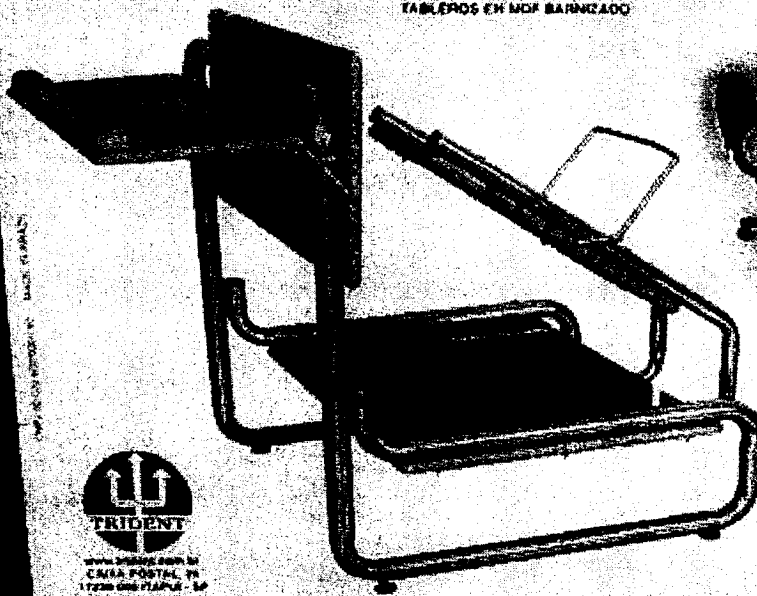
TEAS Stamp: USPTO/SECT08-75.92.109.180-2007092422112

4792634-2619642-400eed128dc3749f65cd4876

6277a4e3e3-CC-15190-20070924134345561853

# RACK TUBULAR ESCOLAR

TAMPOS EM MDF ENVERNIZADO  
TABLEROS EM MDF BARNIZADO



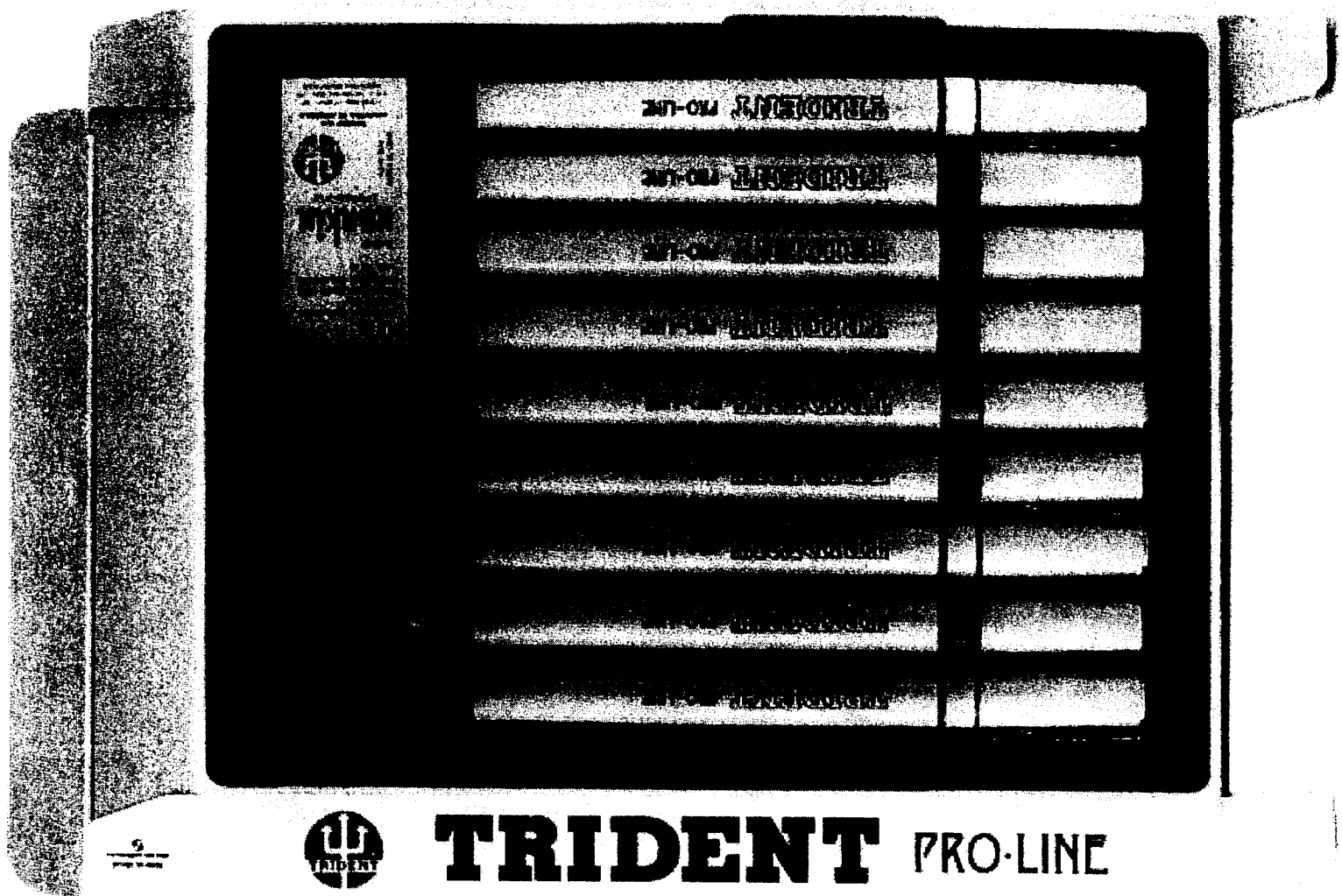
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TRITUB-R4  
CROMADO

30 Kg.



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CASA POSTAL 24  
17230-000 PLATÃO - SP





**TRIDENT** PRO-LINE



# 'FUERTE'

## Deluxe Stool - Mahogany Wood

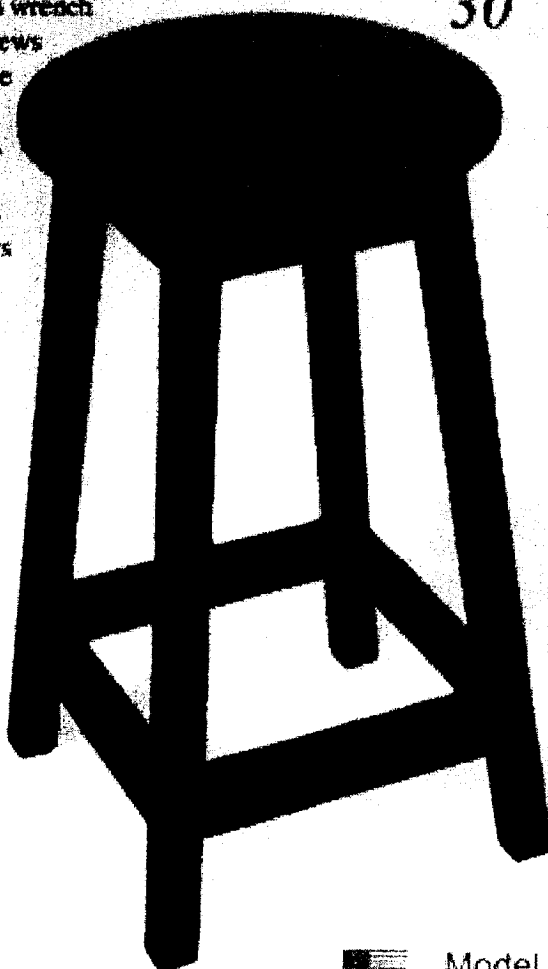
Palm Beach, FL

800-TRIDENT

www.tridentart.com

Crafted in beautifully finished solid Mahogany Wood. Fine furniture finish. Allen wrench screws. (Allen wrench included). Screws on top and side of top for extra strength. This stool is the best in it's class. If screws tightened properly, this wooden stool will last you a lifetime.

### Everlasting 30" Tall



Model 750030

- \* Stool height: 30"
- \* Finished solid Mahogany Wood
- \* Very strong
- \* Shipping weight: 10 lbs
- \* Inside Meas. 29.5" - 13.2" - 2.2"
- \* Box size 30.7" - 13.6" - 2.6"
- \* Ships UPS
- \* Assembly Required



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**ROUTING SHEET TO POST REGISTRATION (PRU)****Registration Number:** 2619642**Serial Number:** 76078278**RAM Sale Number:** 15190**RAM Accounting Date:** 20070925**Total Fees:** \$300

Note: Process in accordance with Post Registration Standard Operating Procedure (SOP)

<u>Transaction</u>	<u>Fee Code</u>	<u>Transaction Date</u>	<u>Fee per Class</u>	<u>Number of Classes</u>	<u>Number of Classes Paid</u>	<u>Total Fee</u>
§8 affidavit	7205	20070924	\$100	3	3	\$300

Physical Location: 40S - SCANNING ON DEMAND

Lost Case Flag: False

In TICRS (AM-FLG-IN-TICRS): False

**Transaction Date:** 20070924



SECRET

Tecla sobre la imagen para verla ampliada y los productos que la componen

**RACK TUBULAR ESTUDIANTE CON  
ESTRUCTURA PINTADA A FUEGO**

Ref.: TRITUB-R3

altura del teclado 65 cm  
(con tapa cerrada 73 cm)  
profundidad 92 cm  
largo 78 cm  
estante 69 x 48 cm



**RACK TUBULAR ESTUDIANTE CON  
ESTRUCTURA CROMADA**

Ref.: TRITUB-R4

altura del teclado 65 cm  
(con tapa cerrada 73 cm)  
profundidad 92 cm  
largo 78 cm  
estante 69 x 48 cm

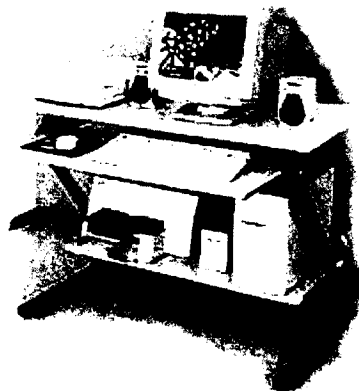
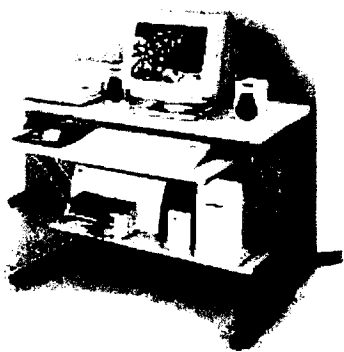


**RACK TUBULAR CON CAJÓN  
CORREDIZO PARA TECLADO  
con tapa en MDF REVESTIDO  
con FORMILINE PADRÓN FRENE  
ESTRUCTURA PINTADA A FUEGO  
Ref.: TRITUB-R1**

altura 79 cm  
tapa 110 X 50 cm  
cajón corredizo 35 x 80 cm  
estante inferior 35 x 90 cm

**RACK TUBULAR CON CAJÓN CORREDIZO  
PARA TECLADO  
con tapa en MDF ENVERNIZADO  
ESTRUCTURA PINTADA A FUEGO  
Ref.: TRITUB-R2**

altura 79 cm  
tapa 110 X 50 cm  
cajón corredizo 35 x 80 cm  
estante inferior 35 x 90 cm



**RACK TUBULAR CON ESTANTE Y CAJÓN  
CORREDIZO PARA TECLADO**

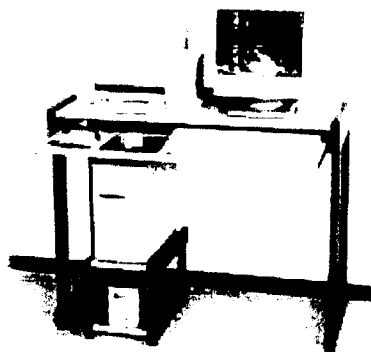
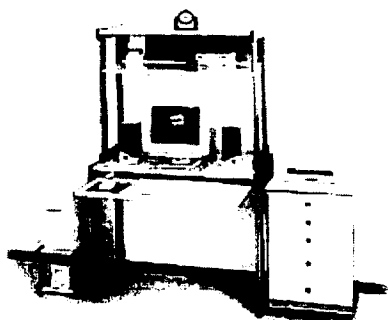
**Ref.: 20354 CF**

altura total 152 cm  
altura 76 cm  
tapa 90 X 50 cm  
cajón corredizo 40 x 80 cm  
estante inferior 40 x 90 cm

**RACK CON CAJÓN CORREDIZO PARA  
TECLADO**

**Ref.: 20303 MF**

altura 76 cm  
tapa 90 X 50 cm  
cajón corredizo 40 x 80 cm



**RACK TUBULAR CON SOPORTE  
RETRACTIL PARA TECLADO  
CON TAPA REVESTIDA EN FORMILINE PADRÓN  
FRENE**

**ESTRUCTURA PINTADA A FUEGO**

**Ref.: TRITUB-R5**

altura 80 cm  
tapa 110 X 50 cm  
cajón corredizo 35 x 85 cm  
estante inferior 40 x 87 cm

**RACK TUBULAR CON SOPORTE  
RETRACTIL PARA TECLADO**

**CON TAPA REVESTIDA EM MDF BARNIZADA  
ESTRUCTURA PINTADA A FUEGO**

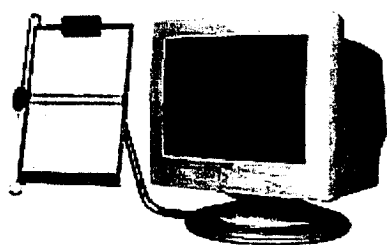
**Ref.: TRITUB-R6**

altura 80 cm  
tapa 110 X 50 cm  
cajón corredizo 35 x 85 cm  
estante inferior 40 x 87 cm



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**BASE ROTATORIA PARA MONITOR, CON SOPORTE PARA LECTURA DE TEXTO**



**REF. 4816**

En MDF barnizado,  
con herrajes cromados  
y cursor en acrílico fumé para  
acompañamiento de la lectura.

--  
Shawn P> Richeson



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Jack Richeson & Co., Inc.,	)	
	)	
Petitioner,	)	
	)	Cancellation No. 92048118
v.	)	
	)	Reg. No. 2,619,642
Select Export Corp. dba Trident,	)	
	)	
Registrant.	)	
	)	
Attorney Ref. No. 002763-060801	)	

**AFFIDAVIT OF ANNE C. MARTIN**

STATE OF TENNESSEE   )  
                                  )  
COUNTY OF DAVIDSON   )

I, Anne C. Martin, attest that the following information is truthful and accurate to the best of my ability and the undersigned, after being duly sworn, state as follows:

1. I am an attorney with the law firm of Bone McAllester Norton, PLLC. I am one of the attorneys representing the Petitioner Jack Richeson & Co., Inc. in this matter.

2. *Attached as Exhibit A to this affidavit are the March 14, 2008 Respondent Objections and Responses to Petitioner's First Set of Interrogatories.* Exhibit A is attested to by Herbert E. Moebius. In response to interrogatory 1 inquiring how Respondent conceived of the Trident mark the Respondent alleges he first used in 1988, the Respondent answered as follows, upon objection:

Herbert E. Moebius, President of Select Export Corp. selected the mark TRIDENT & Design and has the most knowledge of such derivation. Herbert Moebius conceived of the trademark TRIDENT & Design through his own individual brainstorming thoughts. Herbert Moebius came up with TRIDENT & Design from his personal knowledge or the mythic legends Poseidon and Neptune. The design aspect of the TRIDENT & Design mark is that of a Trident. A trident is a symbol of pride, honor, and ability.

3. Exhibit B to Ivan Maturana Segato's affidavit evidences Trident Industria De Preciso Ltda. ("Trident S/A") using the Trident mark in its 1977 catalogue, titled Gabaritos.

4. On May 23, 2008, I traveled to Ft. Lauderdale, Florida to review the documents made available for inspection and copying in response to Jack Richeson & Co.'s production requests. The following attachments, *Exhibits B and C*, were among the documents provided by Respondent, from its business records, in response to those requests:

- October, 2001 proposed but unexecuted offer from Respondent to Trident S/A for an exclusive distribution agreement for the U.S. for desks, drawing tables, taboret, chairs and similar items; and
- October 12, 2005 letter from legal counsel for National Art Materials Trade Association ("NAMTA") to counsel for Respondent addressing and dismissing Respondent's claim that NAMTA violated its rights by allowing Trident S/A to be listed as a member in its directory, pointing out Trident S/A has been a member longer than Respondent, using the Trident name, and that Trident S/A is well known as Trident in the U.S. art materials industry.

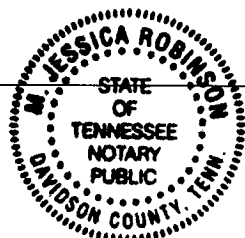
FURTHER AFFIANT SAYETH NOT.

  
ANNE C. MARTIN

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on this the 10 day of June, 2008.

  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



My Commission Expires SEPT. 25, 2010





IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Jack Richeson & Co., Inc.,  
Petitioner

v.

Select Export Corp. D/B/A Trident  
Respondent

In the matter of  
Trademark Registration No. 2,619,642  
For the mark: TRIDENT (and design)  
International Classes 9, 16, and 20

Cancellation No.: 92,048,118

RESPONDENT'S OBJECTIONS AND  
RESPONSES TO PETITIONER'S  
FIRST SET OF INTERROGATORIES

SEC.0101

**RESPONDENT'S OBJECTIONS AND RESPONSES TO PETITIONER'S**  
**FIRST SET OF INTERROGATORIES**

In accordance with 37 C.F.R. §§ 2.116 and 2.120, and Rules 26 and 33 of the Federal Rules of Civil Procedure, Respondent, Select Export Corp. D/B/A Trident ("Respondent") hereby responds to Petitioner's First Set of Interrogatories. Respondent is continuing its investigation into the issues raised by Petitioner's interrogatories, and reserves the right to correct, amend, or withdraw any responses based on discovery of new information or discovery of any errors that may be contained in these responses.

**GENERAL OBJECTIONS**

Respondent asserts the following general objections to Petitioner's First Set of Interrogatories, and to the definitions and individual requests contained therein. Any additional specific objections are stated at the beginning of the response to each interrogatory.

1. Respondent objects generally to Petitioner's interrogatories to the extent they are overbroad, oppressive, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

SEC.014

2. Respondent objects generally to Petitioner's interrogatories as premature to the extent they would require Respondent to adopt legal conclusions in advance of the completion of discovery in this matter. To the extent Petitioner's interrogatories seek information regarding Respondent's contentions, they are more appropriately answered in Respondent's testimony period in accordance with the schedule and procedures set forth in the United States Patent and Trademark Office's ("USPTO's") notice of Jack Richeson & Co., Inc.'s Petition for Cancellation dated September 17, 2007.

3. Respondent objects generally to Petitioner's interrogatories to the extent they call for information already within Petitioner's possession, custody, or control, or that Petitioner can obtain more conveniently or inexpensively than Respondent.

4. Respondent objects generally to Petitioner's interrogatories to the extent they seek the disclosure of information that is protected from discovery by the attorney-client privilege, work product doctrine, or any other applicable privilege or exemption. Should any such disclosure of any privileged information by Respondent occur, it is inadvertent and shall not constitute a waiver of any privilege.

5. Respondent objects generally to Petitioner's interrogatories to the extent they purport to direct Respondent to obtain and furnish information beyond what is known by the current officers, directors, and employees of Respondent.

6. Respondent objects generally to Petitioner's interrogatories to the extent they seek information not within Respondent's possession, custody, or control.

7. Respondent objects generally to Petitioner's interrogatories to the extent they attempt to impose requirements or obligations upon Respondent that are inconsistent with and/or in addition to those imposed by the Federal Rules of Civil Procedure.

8. Respondent objects generally to Petitioner's interrogatories to the extent that the interrogatories seek information that is not relevant to any claim or defense pending in the cancellation and is not reasonably calculated to lead to the discovery of admissible evidence.

9. Respondent objects generally to providing certain information concerning proprietary or confidential information unless and until the Trademark Trial and Appeal Board has entered a suitable protective order.

10. Respondent objects generally to Petitioner's interrogatories to the extent they require Respondent to extract various types of information from documents in Petitioner's possession on the grounds that such interrogatories are overbroad and unduly burdensome.

11. Respondent objects generally to Petitioner's interrogatories that seek to have Respondent identify "all" facts known to a particular person or "all" discussions or communications on a given matter and the like on the grounds that such interrogatories are overbroad and unduly burdensome.

12. Respondent objects generally to Petitioner's interrogatories to the extent they seek information protected from disclosure by statute, regulation, administrative order, or case law, specifically including TBMP §414.

13. To the extent Respondent responds to these interrogatories, it does not waive the foregoing objections, nor does it concede that the information requested or provided in response thereto is relevant to the subject matter of this Trademark Trial and Appeal Board proceeding. Respondent expressly reserves its rights to supplement its responses to these interrogatories to the extent that additional information comes to Respondent's attention.

### **SPECIFIC OBJECTIONS AND RESPONSES**

Subject to and without waiving the above General Objections, Respondent responds to Petitioner's interrogatories as follows:

Interrogatory No. 1: Identify and explain how Select Export Corp. dba Trident derived the TRIDENT & Design mark and identify the person(s) most knowledgeable of such derivation.

**RESPONSE:**

Respondent objects to this Interrogatory on the grounds that it is irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition. Respondent objects to this Interrogatory because it is vague and ambiguous, overly broad and unduly burdensome.

Subject to and without waiving the foregoing objections, Respondent responds that: Herbert E. Moebius, President of Select Export Corp. selected the mark TRIDENT & Design and has the most knowledge of such derivation. Herbert Moebius conceived of the trademark TRIDENT & Design through his own individual brainstorming thoughts. Herbert Moebius came up with TRIDENT & Design from his personal knowledge of the mythical legends Poseidon and Neptune. The design aspect of the TRIDENT & Design mark is that of a Trident. A trident is a symbol of pride, honor, and ability.

Interrogatory No. 2: Identify each and every good and/or service on or in connection with which Select Export Corp. dba Trident first used the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory on the grounds that it is overly broad, vague and ambiguous, and unduly burdensome.

Subject to and without waiving the foregoing objections, Respondent responds that the list of each and every good and/or service on or in connection with which Select Export Corp. dba Trident first used the TRIDENT & Design mark is listed on Respondent's Certificate of Registration No. 2,619,642 for TRIDENT & Design prior to the Registration's September 2007 Section 7 amendment to its identification of goods and services and as listed as of the filing date for such Registration. Such document and information is equally available to Petitioner as it is available publicly on the United States Patent and Trademark Office ("USPTO") website.

Interrogatory No. 3: Identify each and every good and/or service on or in connection with which Select Export Corp. dba Trident currently uses the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory on the grounds that it is overly broad, vague and ambiguous, and unduly burdensome.

Subject to and without waiving the foregoing objections, Respondent responds that the identification of each and every good and/or service on or in connection with which Select Export Corp. currently uses the TRIDENT & Design mark is listed on Respondent's Certificate of Registration No. 2,619,642 for TRIDENT & Design subsequent to the Registration's September 2007 Section 7 amendment to its identification of goods and services. Such document and information is equally available to Petitioner as it is available publicly on the United States Patent and Trademark Office ("USPTO") website.

Interrogatory No. 4: Identify each and every good and/or service set forth in Reg. No. 2,619,642 on or in connection with which Select Export Corp. dba Trident does not currently use the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory on the grounds that it is overly broad, vague and ambiguous, and unduly burdensome.

Subject to and without waiving the foregoing objections, Respondent responds that there are no goods and/or services set forth in Registration No. 2,619,642 on or in connection with which Select Export Corp. does not currently use the TRIDENT & Design mark.

Interrogatory No. 5: Describe the classes of purchasers and consumers of the goods and/or services provided under the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition. Respondent further objects to this Interrogatory to the extent it seeks information that Respondent is not required to provide pursuant to TMBP §414(3).

Subject to and without waiving the foregoing objections, Respondent responds as follows:

Respondents' purchasers and consumers of the goods provided under the Trident & Design mark are potentially any organization or individual that can utilize the goods including, without limitation, artists, art students, hobbyists, and retailers for display.

Interrogatory No. 6: Describe all instances in which Select Export Corp. dba Trident has received any documents or communications addressed to or concerning Jack Richeson & Co., Inc.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition.

Subject to and without waiving the foregoing objections, Respondent responds as follows: Respondent has received various communications and documents addressed to or concerning Petitioner and Petitioner's use of counterfeited goods replicating Respondent's goods

sold under Respondent's TRIDENT & Design mark and with Petitioner's use of the TRIDENT & Design mark in an infringing manner. Numerous potential purchasers and consumers of the goods provided under the Trident & Design mark have contacted Select Export Corp. under the mistaken belief that counterfeited products sold by Petitioner and/or retailers who purchased wholesale counterfeited products from Petitioner are products of Select Export Corp. and have called Select Export Corp. with inquiries and/or complaints about such counterfeited products. For example purposes, misled customers have purchased counterfeited goods and identified to Select Export Corp. that Utrecht was the retailer for such counterfeited products. When contacted about this matter, employees of Utrecht Manufacturing Corporation with headquarters located at 6 Corporate Drive, Cranbury, NJ 08512 have identified Petitioner as the source of such counterfeited and infringing goods sold by Petitioner. Such employees provided such information to Herbert E. Moebius through telephone discussions when approached by Mr. Moebius regarding such counterfeited goods. In addition, Jerry Goldstein of Jerry's Artarama West Palm Beach, LC 2601-12 South Military Trail West Palm Beach, FL 33415 and its counsel have verbally and in writing identified Petitioner as the source of further counterfeited goods replicating Respondent's goods sold under Respondent's TRIDENT & Design mark and with Petitioner's use of the TRIDENT & Design mark in an infringing manner. Multiple other entities such as North Carolina Art Supplies are involved. Any non-objectionable responsive documents will be made available for inspection relating to this interrogatory request.

Interrogatory No. 7: Identify any mark other than the TRIDENT & Design mark considered for use in connection with the goods and/or services provided under the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated

to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition.

Subject to and without waiving the foregoing objections, Respondent responds as follows: Respondent uses various marks to identify each of the specific goods provided under the overall TRIDENT & Design mark. While irrelevant to this proceeding, Respondent will make available for inspection brochures, advertisements, and other non-objectionable documents that will identify such marks.

Interrogatory No. 8: Identify any and all third party uses of marks including TRIDENT either alone or in combination with any other term or device, in connection with goods and/or services closely related to the goods and/or services provided under the TRIDENT & Design mark by Select Export Corp. dba Trident.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition. Respondent objects to this Interrogatory as it calls for information already within Petitioner's possession, custody, or control, or that Petitioner can obtain more conveniently or inexpensively than Respondent specifically as it relates to multiple third party infringing uses.

Subject to and without waiving the foregoing objections, Respondent responds that there are no valid non-infringing third party uses of the TRIDENT marks other than drop shipment arrangements directly with Respondent such as the drop shipment arrangement between Respondent and NETSHOPS.



Interrogatory No. 9: Describe and identify the manner(s) in which the TRIDENT & Design mark is used or will be used in connection the goods and/or services provided by Select Export Corp. dba Trident under the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition.

Subject to and without waiving the foregoing objections, Respondent responds as follows:

Respondent uses the TRIDENT & Design mark in connection with the goods provided by Select Export Corp. through Internet Sales, mail order sales such as brochures and catalogs, and drop shipping, with Respondent as either the wholesaler or retailer.

Interrogatory No. 10: Identify all goods and/or services provided or intended to be provided by Select Export Corp. dba Trident in connection with the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory on the grounds that it is overly broad, vague and ambiguous, and unduly burdensome.

Subject to and without waiving the foregoing objections, Respondent responds that the identification of all goods and/or services provided or intended to be provided by Select Export

Corp. in connection with the TRIDENT & Design mark is as listed on Respondent's Certificate of Registration No. 2,619,642 for TRIDENT & Design prior to the Registration's September 2007 Section 7 amendment to its identification of goods and services. Such document and information is equally available to Petitioner as it is available publicly on the United States Patent and Trademark Office ("USPTO") website.

Interrogatory No. 11: Describe the manner(s) in which Select Export Corp. dba Trident has retained control over the nature and quality of goods and/or services offered by Select Export Corp. dba Trident in connection with the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition.

Subject to and without waiving the foregoing objections, Respondent responds as follows:

Select Export Corp. has retained control over the nature and quality of goods and/or services offered by Select Export Corp. through product sampling and testing.

Interrogatory No. 12: Identify all other subsidiaries and licensees of Select Export Corp. dba Trident that offer goods and/or services or intend to offer goods and/or services in connection with the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition.

Subject to and without waiving the foregoing objections, Respondent responds as follows:

Select Export Corp. has implied licenses through its drop shipment partners such as NETSHOPS.

Interrogatory No. 13: Describe the manner(s) in which Select Export Corp. dba Trident has retained control over the nature and quality of services offered by the other subsidiaries and licensees referred to in the response to Interrogatory No. 12 in connection with the TRIDENT & Design mark.

RESPONSE:

Respondent objects to this Interrogatory to the extent that it is vague and ambiguous, overly broad and unduly burdensome, irrelevant to this proceeding, is not reasonably calculated to lead to the discovery of admissible evidence, and constitutes an impermissible fishing expedition.

Subject to and without waiving the foregoing objections, Respondent responds as follows:

Select Export Corp. does not engage in services under its TRIDENT & Design mark.

Interrogatory No. 14: Identify when photographs submitted to the United States Patent and Trademark Office on September 24, 2007 as specimens of use in connection with Reg. No. 2,619,642 were taken.

RESPONSE:

The photographs submitted to the United States Patent and Trademark Office on September 24, 2007 as specimens of use in connection with Reg. No. 2,619,642 were taken in September of 2007.

Interrogatory No. 15: Identify any expert whom Select Export Corp. dba Trident has retained to assist Select Export Corp. dba Trident in presenting any claim and/or claims in this proceeding and/or whom Select Export Corp. dba Trident intends to call as a witness at trial in this proceeding.

RESPONSE:

Respondent objects to this Request on the grounds that it is premature, pursuant to Rule 26 of the Federal Rules of Civil Procedure, in that it requests evidentiary matter not yet known or subject to disclosure and, pursuant to Trademark Rule of Practice 2.121, because such evidentiary matter is to be disclosed only in accordance with the testimony period schedule set

forth by the Trademark Trial and Appeal Board. Respondent also objects to Petitioner's request to the extent they attempt to impose requirements or obligations upon Respondent that are inconsistent with and/or in addition to the Trademark Trial and Appeal Board Manual of Procedure ("TBMP"), specifically TBMP §414(7).

Subject to and without waiving the foregoing objections, Respondent responds as follows:

Respondent has not identified any experts at this time. When available, Respondent will provide Respondent with the names of any expert witnesses.

Interrogatory No. 16: Identify by interrogatory number, the persons who provided information, material, and/or documents used to prepare the responses to the foregoing interrogatories, and persons most knowledgeable about the facts and information in the response.

RESPONSE:

Respondent objects to this request to the extent it is vague and ambiguous. Subject to and without waiving the foregoing objections, Respondent responds as follows: Herbert E. Moebius provided the information and materials used to prepare the responses to the foregoing interrogatories and is most knowledgeable about the facts and information in the response.

Interrogatory No. 17: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 1, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 18: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 2, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 19: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 3, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 20: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 4, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set

forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 21: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 5, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 22: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 6, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.



RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 23: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 7, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 24: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 8, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 25: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 9, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately

answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Interrogatory No. 26: State with particularity the factual and legal basis for the allegations set forth in Select Export Corp. dba Trident's Affirmative Defense No. 10, identify any person that has first hand knowledge of the relevant facts, and identify any documents or records that evidence these allegations.

RESPONSE:

Registrant objects to this Interrogatory as premature as it requires Registrant to adopt legal conclusions in advance of the completion of discovery in this matter. Because this interrogatory seeks information regarding Registrant's contentions, it is more appropriately answered in Registrant's testimony period in accordance with the schedule and procedures set forth in the USPTO's Petition to Cancel Notice. Registrant further objects to the extent that this interrogatory seeks information protected by the attorney-client privilege and the work product doctrine. Pursuant to TBMP §419(7), Registrant is not required to specify in detail the evidence it intends to present in advance of trial.

Respectfully submitted,

As to the foregoing objections:



Cheryl Meide  
Attorney for Respondent

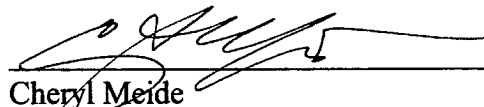
March 14, 2008

Date

Florida Bar No. 0064173  
Meide Law Firm, P.A.  
Corners at Deerwood  
7545 Centurion Parkway, Suite 201  
Jacksonville, Florida 32256  
cmeide@meidelaw.com  
Phone: (904) 564-1818  
Fax: (904) 564-1848

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Respondent's Objections and Responses to Petitioner's First Set of Interrogatories was deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to Paul W. Kruse, Esq., Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, Tennessee, 37219, on the date set forth below.



Cheryl Meide  
Attorney for Respondent  
Florida Bar No. 0064173  
Meide Law Firm, P.A.  
Corners at Deerwood  
7545 Centurion Parkway, Suite 201  
Jacksonville, Florida 32256  
cmeide@meidelaw.com  
Phone: (904) 564-1818  
Fax: (904) 564-1848


March 14, 2008  
Date

Respondent's Objections and Responses  
To Petitioner's First Set of Interrogatories  
TTAB Cancellation No. 92,048,118  
Page 21 of 22

VERIFICATION AS TO RESPONSES

I, Herbert E. Moebius, declare under penalty of perjury that the foregoing responses to interrogatories are true and correct, to the best of my knowledge, information, and belief.

Executed on March 14, 2008, in West Palm Beach, Florida.

BY:   
Herbert E. Moebius

President, Select Export Corp.

SEC.014



### Ten Year Exclusive Distribution Contract

This contract establishes the conditions under which Trident S.A. of Brazil, hereafter referred to as Trident S.A., will provide to Select Export Corp. DBA Trident, as named at the end of this contract, will distribute office furniture, drafting tables and any associated office supply items, hereafter referred to as The Product.

The Product shall be defined as desks, drawing tables, taboret, chairs and having the characteristics defined below, as provided to Trident S.A.:

1. The Product shall be ready for distribution, in a UPSable corrugated box.
2. The Product shall be free from manufacturer defects.
3. The Product shall be free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts.
4. The Product is not currently in the United States market and Trident S.A. is the sole proprietor of the Product, will full power to enter into this contract. Trident S.A. states that The Product, can be distributed by SELECT EXPORT CORP. DBA TRIDENT, and Trident S.A. will not enter into any agreements with any person, firm, or corporation that will conflict with the rights granted to SELECT EXPORT CORP. DBA TRIDENT as stated in this contract, and accepts legal and civil responsibility for any error in this assertion.
5. Trident S.A. shall provide a brief description of The Product, including a short quotation, to be used for promotional purposes.

This contract gives SELECT EXPORT CORP. DBA TRIDENT exclusive legal license to sell The Product to retail, wholesalers, distributors and customers for ten years from the date this Contract is signed, including but not limited to, computer disk, CD ROM, online sales through email, the Internet or any network or online service connected to the Internet, and any and all other computer related or digital based storage medium, known and unknown.

This license is exclusive; Trident S.A. may not grant other distribution rights for The Product to others for the ten year period covered by this contract. Upon expiration of this contract, Trident S.A. will renew the contract for another 10 years if sales are higher than the sales five years prior to the contract expiration date.

After ten years from the date this Contract is signed, Trident S.A. agrees to automatically provide to SELECT EXPORT CORP. DBA TRIDENT an exclusive distribution license. This exclusive license shall continue to be in effect until SELECT EXPORT CORP. DBA TRIDENT party notifies Trident S.A. in writing that they wish to cancel this agreement.

Until the ten year period of this Contract has passed, this license may only be canceled by mutual consent from Trident S.A. and SELECT EXPORT CORP. DBA TRIDENT.

The design of The Product shall not be altered in any way by SELECT EXPORT CORP. DBA TRIDENT, except to improve the packaging for shipping purposes

Notwithstanding the above, the The Product design cannot be changed in any way or form by Trident S.A. unless agreed by SELECT EXPORT CORP. DBA TRIDENT.

Trident S.A. agrees to provide SELECT EXPORT CORP. DBA TRIDENT literature, pamphlets and catalogs for the promotion of The Product. In exchange, SELECT EXPORT CORP. DBA TRIDENT shall market and mail such information. All Product description, cover scan, active product download links, and entry into the SELECT EXPORT CORP. DBA TRIDENT online ordering system belongs and is copyrighted to SELECT EXPORT CORP. DBA.

SELECT EXPORT CORP. DBA TRIDENT may, at it's option, provide basic advertising and promotion of The Product including, but not limited to such means as banner ads, website promotion, and email solicitation. Such advertising shall be at no extra charge to Trident S.A., excepting additional premium advertising services which shall be covered by a separate advertising contract. SELECT EXPORT CORP. DBA TRIDENT is not obligated by this contract to provide any advertising beyond posting Trident S.A.'s Page in the SELECT EXPORT CORP. DBA TRIDENT online store.

The retail price of The Product shall be set by SELECT EXPORT CORP. DBA TRIDENT and changed as they see fit.

SELECT EXPORT CORP. DBA TRIDENT shall make all reasonable efforts to keep it's online store and structure viable at all times. Temporary lapses in the site's presence on the Internet occurring through natural or technical causes do not constitute a breach of this contract.

If SELECT EXPORT CORP. DBA TRIDENT is legally judged bankrupt or liquidates it's business, this Contract shall be effectively

terminated and all rights granted to SELECT EXPORT CORP. DBA TRIDENT shall be returned to Trident S.A.

Under the terms of this contract, Trident S.A. is considered the manufacturer of The Product, and will carry all legal and civil responsibilities thereof. SELECT EXPORT CORP. DBA TRIDENT is an exclusive reseller for the United States and Canada only, and has only the legal and civil responsibilities of a reseller or retailer.

It is agreed by both parties that no clause in this contract found to be unlawful shall in any way invalidate the remainder of the contract. Be it known that any failure to enforce any particular point of this contract does not relinquish the right to enforce that particular part at a later date. Be it further known that any changes in this contract must be in writing and signed by both parties. Be it further known that any special conditions attached to this contract shall supersede any conditions listed above in this contract.

The following products shall be distributed:

<u>Product Name</u>	<u>Code</u>	<u>Description</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please make copies and add the rest of the products that Select Export Corp. will represent exclusively.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_, 2001 \_\_\_\_\_ by the following parties named herein:

  X    
Herbert Eugen Moebius, President  
Select Export Corp. DBA Trident  
7395 Pioneer Road  
West Palm Beach, FL 33413  
(561) 615-9989  
[tridentart@eudoramail.com](mailto:tridentart@eudoramail.com)

  X    
\_\_\_\_\_  
President  
Name (print) \_\_\_\_\_  
Company \_\_\_\_\_  
Trident S.A. \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Trident ID# \_\_\_\_\_

Please print out two copies of this contract in full, read carefully, sign both and mail to the address above. We will sign them and return a copy to you.

Back to Contracts





October 12, 2005

***VIA FACSIMILE (904 470 4102)***  
**CONFIRMATION BY MAIL**

Cheryl Meide, Esq.  
Meide Law Firm, P.A.  
Bank of America Plaza  
6622 Southpoint Drive South  
Suite 150  
Jacksonville, FL 32216

Re: NAMTA 4.0-003  
Select Export Corp.

Dear Ms. Meide:

As previously advised in my letter of October 4, 2005, we are intellectual property counsel for the National Art Materials Trade Association ("NAMTA"). I have now reviewed in more detail your letter dated September 23, 2005, to Steve Aufhauser of NAMTA and respond as follows.

As an overall matter, two things are clear to me. First, your client appears to have a long running dispute with Trident Ind. de Precisao Ltda. ("Trident S.A.") over the rights to the TRIDENT trademark. Rather than properly seeking relief against the alleged infringer, Trident S.A., your client is now trying to obtain relief — to which it is not entitled — from the wrong party; namely, NAMTA, an innocent bystander and a trade association to which both SEC and Trident S.A. belong. Second, and more importantly, NAMTA is not liable for any contributory trademark infringement because NAMTA is not using or contributing to the use of the registered TRIDENT trademark in any trademark sense. Rather, NAMTA is merely listing Trident S.A.'s corporate name and address in a membership directory and the incidental use of the word "Trident" in the corporate name Trident Ind. de Precisao Ltda. is clearly fair use under trademark law. Thus, your allegations of contributory trademark infringement by NAMTA have no merit.

Before responding in more detail to the points raised in your letter, I note from the materials I have reviewed that it is unclear which company has what rights in the TRIDENT mark, and I have seen no judgment of infringement by any court that Trident S.A. is an infringer. It is possible that Trident S.A. may be a senior user of the mark with U.S. common-law rights to the mark even in view of your client's registration, assuming it is valid. For instance, Trident

S.A. was a NAMTA member since 1981, whereas your client has only been a NAMTA member since 1988. Furthermore, from my review of the TTAB pleadings, Trident S.A. alleged that your client "was only a distributor of [Trident S.A.'s] goods and was neither an owner nor a related company user of the [TRIDENT] mark" and that Trident S.A. "is, and was at the time of Respondent's application, the true owner of TRIDENT & Design mark." These allegations are supported by the fact that in your client's NAMTA membership application, your client was listed as "Trident of North America" and also listed Trident S.A. of Brazil as a business reference. Further, your client's obtaining of a default judgment in the TTAB cancellation proceeding was purely technical and based on the withdrawal of Trident S.A.'s counsel and failure of Trident S.A. to appoint new counsel or advise the TTAB that it would act *pro se*. Thus, the legitimacy of your client's registration remains unclear.

The cases you cite regarding contributory and vicarious trademark liability are inapplicable here. Unlike in *Inwood*, NAMTA is not a manufacturer who is inducing Trident S.A. or any other third party to infringe SEC's mark. *Inwood Labs. v. Ives Labs.*, 456 U.S. 844, 853-55 (1982). Indeed, if Trident S.A. is using SEC's mark, it is doing so without any instruction or guidance from NAMTA. Further, in contrast to the facts in *Fonovisa*, NAMTA is clearly not aware of any counterfeiting of goods by any of its members or any actual trademark infringement. *Fonovisa, Inc. v. Cherry Auction, Inc.*, 76 F.3d 259, 264-65 (9th Cir. 1996). Indeed, NAMTA is not supplying the marketplace for the sale of Trident S.A.'s goods, but is merely providing a membership directory whereby the names and addresses of its member corporations and businesses are listed. Thus far, NAMTA is only aware of mere allegations of infringement by Trident S.A. presented by SEC's counsel, and to our knowledge, no trademark infringement suit has been filed against Trident S.A. nor has any judgment of infringement or counterfeiting been rendered against Trident S.A.

NAMTA's listing of registered member names is not unlike a domain name registrar situation listing its registered names. For instance, in *Lockheed*, the defendant registrar was found not liable for contributory trademark infringement of a mark where the defendant registered domain names and had no authority to direct or control third party use of the registered domain names. *Lockheed Martin Corp. v. Network Solutions, Inc.*, 194 F.3d 980, 984-85 (9th Cir. 1999). Here, NAMTA merely provides a directory of its members whereby only the registered company names and addresses are listed and whereby NAMTA has no authority to direct or control the use of the business names listed in its directory. *Id.* at 985.

SEC also cannot hold NAMTA liable as a contributory trademark infringer since NAMTA is not using the TRIDENT mark in any trademark sense. "A word or phrase functions as a trademark when it is 'used by a source of a product to identify itself to the public and to create in the public consciousness an awareness of the uniqueness of the source of its products.'" *Sands, Taylor & Wood Co. v. Quaker Oats Co.*, 978 F.2d 947, 953 (7th Cir. 1992). NAMTA is not using the word "Trident" to identify itself or anyone else to the public as a source or origin of any particular good. *Id.*; *U.S. Shoe Corp. v. Brown Group Inc.*, 740 F. Supp. 196, 199 (S.D.N.Y. 1990), *aff'd*, 923 F.2d 844 (2d Cir. 1990); *Microwave Sys. Corp. v.*

*Apple Computer, Inc.* 126 F. Supp. 2d 1207, 1220 (S.D. Iowa 2000), *aff'd per curiam*, 238 F.3d 989 (8th Cir. 2001). Rather, NAMTA is merely listing the name of each member business in conjunction with their address in a manner similar to the listing of names and addresses in white pages listings. Moreover, NAMTA is not reproducing SEC's registered design mark covered by Registration No. 2,619,642. Indeed, the physical appearance of Trident S.A.'s business listing and SEC's business listing are of the same size and style as other corporate listings throughout the directory, thus showing that the use of a business name including the word portion "Trident" is no different than the use of any other name. *See* Restatement (Third) of Unfair Competition § 28, cmt. c (1995).

Even assuming your client's trademark is being used by NAMTA, such use is clearly noninfringing under the fair use doctrine. *U.S. Shoe*, 740 F. Supp. at 199.

Regardless [of] whether the protected mark is descriptive, suggestive, arbitrary, or fanciful as used in connection with the product or service covered by the mark, the public's right to use descriptive words or images in good faith in their ordinary descriptive sense must prevail over the exclusivity claims of the trademark owner.

*Car-Freshner Corp. v. S.C. Johnson & Son Inc.*, 70 F.3d 267, 269 (2d Cir. 1995); 15 U.S.C. § 1115(b)(4).

Thus, even if NAMTA is deemed to be using SEC's trademark, NAMTA is using the corporate name Trident S.A. "otherwise than as a trade or service mark . . . fairly and in good faith" only to describe its member having the name of Trident Ind. de Precisao Ltda., respectively. *U.S. Shoe*, 740 F. Supp. at 199 (citing 15 U.S.C. § 1115(b)(4)). Thus, NAMTA is shielded from any alleged contributory trademark infringement by the fair use doctrine.

Furthermore, NAMTA cannot be held liable here for vicarious trademark infringement. Liability for vicarious trademark infringement "requires a finding that the defendant and the infringer have an apparent or actual partnership, have authority to bind one another in transactions with third parties or exercises joint ownership or control over the infringing product." *Hard Rock Café Licensing Corp. v. Concession Serv.*, 955 F.2d 1143, 1150 (7th Cir. 1992). NAMTA possesses no such relationship with Trident S.A. that would make NAMTA vicariously liable for Trident S.A.'s actions. NAMTA is a private trade association that has no ties to Trident S.A. other than Trident S.A. being a member. Indeed, NAMTA has no control over Trident S.A.'s actions nor has any control over their mark.

Regarding SEC's approaching of NAMTA over the years as you have alleged, I understand that NAMTA has continually responded by advising that this is a private trademark dispute between SEC and Trident S.A., and that NAMTA is just listing both of its members' names in its membership directory, and not promoting either's company's trademarks. NAMTA's listings of the two companies has been going on for many years and your client's recent complaints and failure to previously act against Trident S.A. also makes a strong case for a

finding of laches and estoppel.

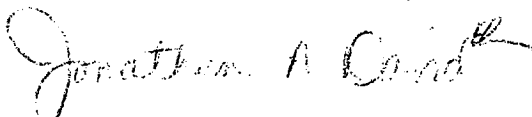
Finally, you have provided no evidence of any unauthorized use by NAMTA of your client's copyrighted materials. I also fail to understand how Trident S.A.'s alleged infringement of SEC's trademark rights "in connection the same type of and/or identical products provided by SEC" would lead to *copyright* infringement by Trident S.A., let alone by NAMTA, as opposed to trademark infringement.

In sum, as shown above, your client's allegations that NAMTA has engaged in acts of contributory or vicarious infringement of SEC's trademarks and copyrights are without merit. Should your client seek to elect legal action, my client will seek all remedies that it is entitled to, including injunctive relief, damages and its attorneys' fees for a baseless suit.

I THUS SUGGEST THAT YOUR CLIENT RESOLVE THIS PRIVATE MATTER WITH TRIDENT S.A. AND GOVERN ITSELF ACCORDINGLY. Should you have any questions regarding this matter, please let me know.

Very truly yours,

LERNER, DAVID, LITTENBERG,  
KRUMHOLZ & MENTLIK, LLP

A handwritten signature in dark ink, appearing to read "Jonathan A. David", with a stylized flourish at the end.

JONATHAN A. DAVID

JAD/bfl

cc: Steve Aufhauser, NAMTA  
Katharine Coffey, NAMTA